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## The Solicitors' Journal.

LONDON, AUGUST 30, 1873.

THE ELECTION FOR THE COUNCIL has shown very distinctly the cause of the apathy which has fallen on the Incorporated Law Society, namely, the want of general interest taken by the members in its proceedings. On this, the first experiment of a novel method of election, following on a great expansion of the constitution of the society and a large addition to the governing body, not more than one-third of the members felt sufficient interest in the result to exercise the right of voting so lately acquired. The lack of interest is the more surprising as no member could plead ignorance of what was going on, inasmuch as not only by articles in the legal newspapers, but by circulars from the committees presided over by Mr. Finch and Mr. Lewis respectively, every member was reminded of the progress of the election, and the importance of the issue to be decided. The fact that notwithstanding this so very large a proportion of the members abstained either from neglect or of set purpose from taking any part in the election shows that the apathy, of which so much complaint has been made, arises from, or at least reflects the prevailing tone among the society at large. It is much to be hoped that the agitation which has lately taken place will not be suffered to subside until some evidence has been given that its leaven has permeated the whole body.

Another point has been made abundantly clear also, namely, the overwhelming influence of the Council and the necessity for forbidding its exercise in future elections if freedom of choice is to be secured. As we pointed out last week, of the candidates selected by the Council all but two were elected. These two were at the head of the unsuccessful competitors, and this result was achieved notwithstanding the issue of rival lists and a somewhat general canvass on behalf of one of those lists, so that it is abundantly clear that if a house list is to be re-introduced, elections will again become a mere form, especially if the voting is to be confined to so small a proportion of the members.

The country element will be well represented on the Council for not only will the extraordinary members be solely selected from the provinces, but of the forty ordinary members no fewer than eleven represent the same interest. This we are very glad to see, and we hope that as it is now shown that with a little organisation country members in a due proportion can, and will be returned, and as the new bye-laws admit of country meetings of the Society, the movement for a fusion of the Metropolitan and Provincial Law Association with the Incorporated Law Society will be successful, and the united strength of the two Societies be available to further the true interests of the profession.

SOME AMOUNT OF OBSCURITY appears to exist in the Supreme Court of Judicature Act with respect to writs of error in criminal cases. At present a writ of error lies from all inferior criminal jurisdictions exercised according to the common law, including those created by commissions of oyer and terminer and gaol delivery, to the

Queen's Bench in the first instance and thence to the Exchequer Chamber and House of Lords. Proceedings by way of error are in the 49th rule in the schedule to the Act stated to be abolished, but this evidently refers only to civil actions. The 47th section of the Act, transferring the jurisdiction of the Court for the Consideration of Crown Cases Reserved to the judges of the High Court or any five of them, of whom one of the Chiefs shall be one, provides that no appeal shall lie from any judgment of the said High Court in any criminal cause or matter save for some error of law apparent upon the record as to which no question shall have been reserved for the consideration of the said judges under the Act of 11 & 12 Vict. It is obvious, therefore, that proceedings by way of error in criminal cases are preserved. By the 16th section of the Act there is transferred to the High Court of Justice *inter alia* the jurisdiction vested in and capable of being exercised by the Queen's Bench and by the Courts created by commissions of assize, of oyer and terminer, and of gaol delivery. By section 29 her Majesty may, by commission, assign to any judge or commissioner the exercise of any civil or criminal jurisdiction capable of being exercised by the said High Court, and any commissioner or commissioners appointed in pursuance of the section when engaged in the exercise of any jurisdiction assigned to him or them in pursuance of the Act is to be deemed to constitute a Court of the said High Court of Justice. There is a certain anomaly involved in the notion of error from the decision of a Court to the same Court. The High Court is to exercise the jurisdiction of the Court of oyer and terminer and gaol delivery, and the judgment of the Commissioner is that of the High Court. Thus if error is brought from the decision of the Commissioner to a Division of the High Court, it is error from the same Court to the same. It may be urged that in conformity with the general scheme of the Act it was not intended to interfere with the jurisdiction of the Queen's Bench over errors of Courts of oyer and terminer and gaol delivery, and that the Act must be looked at with reference to the substance of things, and not construed in conformity with the technical difficulty above suggested; but it appears to us that in a matter of so obvious a nature, the intention of the Act ought to have been distinctly and specifically indicated. It is to be observed that by section 71 the practice and procedure in all criminal causes and matters whatsoever in the High Court of Justice and in the Court of Appeal respectively, including the practice and procedure with respect to Crown Cases Reserved, is to be the same as the practice and procedure in similar causes and matters before the passing of the Act. It is not clear, however, that this section applies to the question to what Division error shall lie. In the section dealing with the appropriation of business to the particular Divisions of the Court (section 34), to the Queen's Bench are assigned "all causes and matters civil and criminal which would have been within the exclusive cognizance of the Court of Queen's Bench in the exercise of its original jurisdiction if this Act had not passed." The word "original" in its ordinary signification would seem to exclude jurisdiction by way of error, and therefore, unless the 71st section is to be read as by implication preserving to the Queen's Bench its jurisdiction on errors from the Courts of oyer and terminer and gaol delivery, there would seem to be no provision as to which branch of the High Court is to possess this jurisdiction.

A POINT OF SOME IMPORTANCE in reference to proceedings for liquidation was decided a few days ago by the judge of the County Court at Sheffield. The 255th Rule of 1870 provides that the first general meeting of creditors shall be summoned by notice according to the form in the schedule. The form in the schedule (No. 108) prescribes that the notice shall be signed by the debtor or the "attorney for the said debtor." In the case above referred to, the attorney, whose name ap-

peared as the attorney signing the notice of meeting, was not the attorney whose name appeared as the attorney in the matter of the petition in the affidavit accompanying the petition. Moreover, the signature to the notice was not that of the attorney himself but of a clerk. The registrar refused to register the resolutions passed at the meeting held in pursuance of the notice, and on an application to discharge or vary this order, the judge held, as to the first of the above-mentioned reasons, that the registrar was, on that ground, justified in refusing to register the resolutions, and as to the second ground, his honour held that it would be subversive of all regularity or order in the proceedings of the Court if an attorney had the power, where the statute required him to sign an application on behalf of the debtor, to delegate that authority to a clerk. There can be no question that a contrary rule would open the door to serious irregularities; and his honour's view of the object of the statute in naming the attorney of the debtor, is entirely in accordance with that taken in *Ex parte Broadhouse* (15 W. R. 1154, L. R. 2 Ch. 655), where Lord Cairns said that "the main object of the Court in allowing, and being anxious to favour, the appearance of the solicitor as representing another person, is that the Court should have before it one of its own officers, who, on the one hand, is under an obligation to the Court, because he is the officer of the Court; and, on the other hand, is under an obligation, because he is in privity with the suitor, and is the actual person who represents the suitor; and unless that chain of connection is maintained and kept complete, the object of the Court, in having the assistance of solicitors, and allowing the work of solicitors to be so performed, is entirely defeated."

TOWARDS THE CLOSE OF THE SESSION Mr. Ayrton informed the House of Commons that he hoped the contract for the new Law Courts would be put into the hands of the "tenderer" for execution in two or three weeks. More than a month has now elapsed since this statement was made, and, although the *Times* a few days ago gladdened the legal world by the announcement in a leading article that some men had been seen working at the foundations of the promised structure, this happy omen has not been repeated. The great site still remains a solitude, the only exception to this which frequent observations through the chinks in the hoarding have revealed, has been the discovery on one occasion of a dejected looking being gathering herbs among the foundations of the future palace of justice.

#### THE LIABILITY OF THE PAST MEMBERS OF A LIMITED COMPANY IN LIQUIDATION.

(Continued from page 820.)

At the conclusion of our article upon this subject last week, we quoted from the judgment of the Lord Chancellor in *Brett's case* a passage to the effect that reason, justice, and equity require that the B contributory's liability shall be measured by the *residuum* only of the B debts remaining unpaid at the date a B call is made, for that to adopt a larger measure would be fictitiously to increase the amount of those debts for the sole purpose of benefitting the A creditors, and would be to introduce that principle of marshalling which (when proposed to be introduced for the benefit of the prior creditors) the House of Lords had in *Webb v. Whiffin* (L. R. 5 H. L. 711) rejected. We ventured to assert that the rule thus adopted would have exactly the contrary effect to that which was by those words of the judgment anticipated. Now in the first place it is clear that since all contributions, from whatever source they may come, are applicable *pari passu* in payment of a dividend to all classes of creditors alike, any enlargement of the liability of the B contributories will operate, not for the sole purpose of benefitting the A creditors, but for the purpose of benefitting B creditors exactly to the same extent

as it benefits the A creditors. But we go further than this, and we say that, as regards the question of marshalling, the indirect, although not the direct, effect of this decision is to benefit the B creditors to the detriment of the A creditors, and to allow the B contributories and B creditors to introduce by arrangement between themselves, not merely something similar to, but actually that very identical marshalling of the assets which *Webb v. Whiffin* excluded. Assume that by application *pari passu* of the assets of the company and of the A contributions, dividends to the amount of ten shillings in the pound have been paid, then the B contributories' liability is reduced to one-half the B debts. Suppose this sum is called for and paid it will then be distributable *pari passu* among A and B creditors alike, and supposing (which is the more probable case) that the A debts largely exceed the B debts, the B creditors will evidently get but a small additional dividend, say 2s. in the pound, on their claims. Now suppose that before the call is made the B creditors, finding what is the position of affairs, go to the B contributories and say, "The official liquidator can compel you to pay 10s. in the pound on our debts, now it won't make any difference to you whether you pay that amount to us or to the company, but it will make considerable difference to us. Pay us the amount, then our debts will be extinguished and you will be free." Thus the B creditors would secure to themselves payment in full, and would actually secure and pocket that sum to which *Webb v. Whiffin* says they are not entitled, to the exclusion of the A creditors. But it is evident that the matter would not stop here. It would be quite worth the while of the B creditors to take less than the 10s. in the pound for the purpose of securing to themselves the whole of the payments which *Webb v. Whiffin* says are to go, not to them exclusively, but to them in conjunction with the A creditors. The arrangement would be of this kind. The B contributories are liable to be called upon to pay to the official liquidator a sum equivalent to 10s. in the pound on the B debts; out of this sum the B creditors will get but 2s. in the pound. Whereupon by way of mutual arrangement the B creditors say to the B contributories, "pay us 5s. in the pound, and we will release all our debts to the company. This will benefit us to the extent of 3s. in the pound, and relieve you to the extent of 5s. in the pound. It is true it will defraud to the extent of 2s. in the pound the A creditors with whom we have been drawing dividends *pari passu* all this time, but that is no matter to us, and we have the authority of the Court of Chancery for saying that they have nothing to do with any arrangement we may make with respect to our debts." It is true that to defeat a scheme of this kind would be a proceeding for the sole purpose of increasing the dividends of the A creditors; but it may be a question whether the more appropriate language would not be to say that to allow it is a proceeding for the sole purpose of allowing a preferential dividend to the B creditors. The position is simply this:—B. is liable to pay to C. a sum which when received C. will hold for the benefit of X. and Y. Has B. any right to pay that sum direct to X. and thus to extinguish his statutory liability to C. and defeat Y? Of course, if the statute provides that this shall be so, there is no more to be said, but we are unable to see that the transaction can be supported on grounds of either reason, justice, or equity.

The Lord Chancellor put the further case that, supposing after a winding up order and before payment of any dividend the B debts have been all extinguished, a call in respect of those debts would be clearly unjustifiable, and that the same must hold good of any part of those debts in any manner extinguished, whether by payment of dividends or otherwise. Upon this we would remark that it must be borne in mind that this is really a question not between contributories in any way, but entirely between creditors. If the B debts are extinguished before the payment of any dividend on them, the whole fund is left for division between the A creditors, and it would no

doubt be impossible to maintain that they have a right to increase this fund by fictitiously treating as unpaid debts which are in fact paid, and towards whose discharge the funds of the company have not been applied. But surely there is a difficulty in extending this argument to the case of the discharge of those debts by payments made in such a way as to operate in diminution of the fund towards which both classes of creditors alike have to look, while at the same time so much of the fund as is receivable continues to be divisible among both A and B creditors alike. If the fund is distributable only among the A creditors, clearly it is no concern of theirs what may be done with the B debts; but if the fund is to go to both A and B, then have not the A creditors a right to insist on their share of so much of the fund as is referable to the amount of the B debts?

It will be seen that the result of *Brett's case* is practically to allow that one class of contributories and one class of creditors have a right to make an arrangement between themselves to which another class of creditors are not parties, and in which the company is entirely ignored. If Lord Cairns be right in the construction which, in *Webb v. Whiffin* (L. R. 5 H. L. 711, 734), he placed upon the general meaning and intention of the Act, this is a result which is not to be approved. His Lordship there repudiated the argument that as between any creditors and any contributories of the company there existed any direct relation of creditor and debtor. The whole scheme of the Act, he said, is "entirely at variance with any theory of that kind. . . . The relation of creditor and debtor which is established by the Act, is established only with regard to that which is the common fund or capital of the company." If this be so, and if (to revert to our former illustration) B. is not a debtor to X. but is a debtor to C., is it consistent with reason, justice, or equity that by payment to X. B.'s debt to C. should be extinguished?

Reverting for a moment to the language of the 38th section, we find by the general provision at the beginning of the section that every present and past member is to be liable to contribute to the assets of the company to an amount sufficient for payment of the debts and liabilities of the company, and the other obligations there mentioned. Have the words "sufficient for payment" received their due weight in the argument or the decision of these cases? The qualifications which follow are calculated to restrict the perfect generality of the first enactment in a manner consistent with the limit of liability accepted by the shareholders, and with the principle that members shall not be liable for debts contracted after they quitted the concern; but subject thereto the section contemplates the payment of all the debts. If this be so, it would appear that the reasonable leaning of the Court should be rather towards securing for the payment of the debts as large a sum as possible than towards giving any facility to the contributories to evade their responsibilities.

With respect to the liability of the past members to contribute towards the payment of the costs, charges, and expenses of the winding up, the Court practically adopts the rule in *Marsh's case* (20 W. R. 87, L. R. 13 Eq. 388), and other previous cases—namely, that primarily these costs will be borne by the present members, but, that if there are costs incurred in connection with proceedings relating to the past members, these are costs in respect of which it might be just and reasonable to call upon the past members for further contributions. This is a question which we discussed very fully some time since (*ante* p. 326), and which it will therefore be unnecessary now to enter upon again. The present decision adds nothing to that which had previously been decided on the point.

The *Pall Mall Gazette* says that Mr. J. A. Russell, Q.C., Judge of the Manchester County Court, has agreed to act as arbitrator upon the questions in dispute between the working engineers in the district and the Iron Trades Employers Association.

## COMMUNICATIONS BETWEEN SOLICITOR AND CLIENT.

There have been some fluctuations of judicial opinion as to the extent to which communications between solicitor and client are privileged from disclosure. It has indeed, long been settled, as was pointed out by Wigram, V.C., in *Walsingham v. Goodricke* (3 Hare, 124), that communications between solicitor and client, made pending litigation, and with reference to such litigation; or made before litigation, but in contemplation of and with reference to litigation which was expected and afterwards arose; or made after the dispute between the parties followed by litigation, but not in contemplation of or with reference to such litigation are privileged from disclosure, whether the party interrogated be the solicitor or the client. It has also been settled that professional communications between a party and his professional adviser, although they do not relate to any litigation either commenced or anticipated, are privileged where the solicitor is the party interrogated.

It has, however, been a matter of doubt whether the rule extends beyond the last case, and embraces such communications where the client, and not the solicitor, is interrogated. Some of the cases seem to imply that the privilege of the solicitor is more extensive than the privilege of the client, and that communications might pass between a solicitor and client as to which the solicitor, if called upon to give evidence, might refuse to answer, while the client could not; although if the communications had been made after a dispute arose the client also might refuse. Well might Vice-Chancellor Knight-Bruce remark (*Pearse v. Pearse*, 1 De G. & Sm. 27) "What for the purpose of discovery is the distinction in point of reason or principle between such communications and those which differ from them only in this, that they precede instead of following the actual arising, not of a cause of dispute, but of a dispute, I have never hitherto been able to perceive." Anomalies of this kind are often the precursors of a broader rule in which arbitrary distinctions are merged, and the decision in *Minet v. Morgan* (21 W. R. 467, L. R. 8 Ch. 361), has at length finally established the law on a footing accordant with common sense and general convenience.

This case was a suit by a commoner against the lord, to establish rights of common claimed by the plaintiff and others. The plaintiff was required by the defendant to make an affidavit as to documents. Accordingly, he admitted the possession of correspondence between himself and the solicitors of his family, or between himself and his solicitors in the suit, written in contemplation or in the course of the suit, or with reference to the subject-matter in dispute, and of letters between his mother, from whom he derived title, and her solicitors, with reference to questions connected with the matters in dispute in the cause; but he stated that all these documents were of a private and confidential character, and that he believed them to be privileged, and therefore objected to produce them. The defendant took out a summons to compel production of these documents, which was heard on appeal by Lord Selborne, C., and Mellish, L.J.

The judgment of Lord Selborne, in which Mellish, L.J., concurred, traces the development of the rule as to the compulsory disclosure of communications between solicitor and client, and shows the successive steps by which the law has reached a broad and reasonable footing. In *Bolton v. Corporation of Liverpool* (1 My & K. 88), *Hughes v. Biddulph* (4 Russ. 190), and some other cases of about the same date, the doctrine of protection was expressed in terms which had a tendency to narrow its scope. But in these cases a decision on the general question was not required; and the subsequent case of *Pearse v. Pearse* (1 De G. & Sm. 12), clearly showed that the tide had turned. The case of *Minet v. Morgan*, coming at the end of a series of authorities tending in the same direction, seems to place beyond question the doctrine that whether the solicitor or the client be



the party interrogated it is sufficient for the protection of communications that they should pass as professional communications between the party or his predecessor in title and his solicitor acting in a professional capacity, and that it is not necessary that they should be made either during or relating to an actual or even an expected litigation. Thus a simple principle has superseded a number of partial rules and arbitrary distinctions.

## RECENT DECISIONS.

### EQUITY.

#### PRODUCTION OF DOCUMENTS—PRIVILEGE.

*Minet v. Morgan*, L.C. & L.J.M., 21 W. R. 467,  
L. R. 8 Ch. 361.

We have commented above on one of the points decided in this case. Another point, in reference to production of documents, of less general interest but still of much practical importance, was also determined. The plaintiff's affidavit as to documents specified certain title deeds as to which the plaintiff's averment was that they related exclusively to his case, and to the best of his knowledge, information, and belief did not contain anything impeaching that case or supporting the defendant's case. It was argued that the plaintiff could not protect his title deeds from production by a qualified negation of this kind. But the Court held that a traverse in this form, not contradicted or rendered suspicious by any other part of the party's evidence, was a good foundation for the privilege claimed.

### COMMON LAW.

#### FRIENDLY SOCIETY—SICKNESS.

*Burton v. Eyden*, Q.B., 21 W. R. 593, L. R. 8 Q. B. 295.

To those interested in friendly societies it may be convenient to notice that the Court of Queen's Bench has construed "sickness" in the rules of such a society to include *lunacy*.

#### CONTRACT OF SALE—"SAY ABOUT."

*McConnell v. Murphy*, P.C., 21 W. R. 609.

If, on the sale of goods, a description, whether by quantity or quality, of the goods sold is so introduced into the contract that it forms part of the definition of the subject-matter of the contract, that is, if it is part of the identification of its subject-matter, then such a description is not properly spoken of as warranty; goods which do not answer that description are not, in fact, the goods sold. If a man sells 100 tons of iron, and offers ninety, he does not offer that which the other agreed to buy. In its strict sense a warranty is a collateral or subsidiary stipulation, the breach or non-performance of which gives only a right of action to the party in whose favour it is inserted, but does not enable him to reject or return goods which are otherwise in conformity with the contract. Thus, on the sale of a specific chattel, breach of a warranty of quality does not entitle the buyer to reject or return the chattel, but only gives him a right to a cross-action (*Heyworth v. Hutchinson*, L. R. 2 Q. B. 447, 15 W. R. C. L. Dig. 31). Yet a stipulation which is in form only collateral may often, as in the case of warranties in charter-parties, have the effect of a condition, so that non-compliance with it prevents any obligation from arising on the other side. And so on the sale of goods, not as specific chattels but by description, a term in the contract which is in form a warranty may, as in the case of a warranty of "equal to sample," have a double function, and entitle the buyer either to reject what is tendered to him and is not in conformity with the warranty, or, after acceptance, to treat the stipulation as a genuine warranty and sue for its breach. In the sale of goods, however, we do not know that this double aspect has been ever given to a description of quantity; and as a rule it may be said that where goods are sold by a general descrip-

tion, and their quantity is described, the quantity is treated as part of their description, so that a delivery of a different quantity is no performance of the contract (although such delivery followed by acceptance will give rise to a new contract for the goods actually delivered and received); but where there is a sale of specific chattels, the description of quantity is treated as a mere representation, which, in the absence of fraud, does not bind the party making it to any legal obligation. Cases, however, sometimes occur where there is neither on the one hand a sale of specific existing chattels, nor on the other hand a sale of goods by general description, but where goods are sold out of a specific fund or lot of goods, but a description of quantity is also introduced into the contract in such a way as to raise a question whether the words are intended as words of definition or warranty, or as words only of expectation or calculation. The question may arise in such cases whether the buyer is bound to accept goods tendered which are otherwise in conformity with the description, but are not of the described quantity; or whether he may sue the seller for not supplying him with that amount.

In *Gwillim v. Daniell* (2 Cr. M. & R. 61) the defendant agreed to sell to the plaintiff all the naptha that should be produced at his works during the next two years, "say from 1,000 to 1,200 gallons per month," but the naptha produced and delivered amounted to a much less quantity, and the buyer sued for this alleged breach of the agreement. In delivering judgment for the defendant Lord Abinger said: "It does not appear that in the ordinary course of his manufacture the defendant ought to have produced a larger quantity than he has done, and we cannot therefore say that he has broken his contract. If any uncertainty existed with regard to the meaning of the contract, that uncertainty ought to have been removed by the plaintiff, who ought to have put the proper construction upon it. He ought to have explained the meaning of the word 'say,' and to have shown that it was intended as a sort of warranty. I construe it in favour of the defendant, as meaning merely that in all probability the quantity of naptha produced will amount to 1,000 or 1,200 gallons. . . . That it may probably amount in quantity to 1,000 or 1,200 gallons per month is no part of the contract: the real contract is for the sale of all the naptha that the works may reasonably make." What these latter words mean is not very clear; it is not clear what the Court thought the defendant's contract really was, but only what it was not. In *Leeming v. Snith* (16 Q. B. 275) the defendant contracted to sell the plaintiff all the wool he should pull within a certain time, "say not less than 100 packs." It was held that the negative words "not less" showed that it was part of the contract that the wool should amount to at least so much; and it is certainly difficult to avoid the inference, though Coleridge, J., thought otherwise.

In *McConnell v. Murphy* the sale was of "all of the spars manufactured by R. M., say about 600 red pine spars averaging by cutters' measurement in Quebec 16 inches." The spars which averaged 16 inches turned out to number only 496, and the buyer refused to accept them; the seller sued for non-acceptance, and it was held by the Privy Council, overruling the judgment of the Canadian Court, that the words in question were only words of expectation. "There is not merely the word 'about' which in itself creates some uncertainty, but 'say about.' These two words used together seem to be employed for the purpose of showing that nothing absolute or definite in the way of allegation of quantity was intended on the part of the vendor." Now on reading the words used one would suppose the description of quantity had nothing to do with the subject-matter of sale at all, but that it referred to the whole of the spars manufactured. In delivering judgment their Lordships refer to this contention as having been raised in argument, but consider the other construction as "a more natural interpretation of the words." With great

deference, we should have thought the construction referred to by far the more natural, and certainly what the parties meant. The words are "all of the spars manufactured by R. M., say &c.," so that the class which immediately precedes the description of quantity is all the spars manufactured by R. M., of which only a portion were sold to the defendant; and it confirms this view that it appears (and this, as one of the surrounding circumstances, may be used to interpret the contract) that the whole number in course of manufacture amounted, as was known to the defendant, to 603. However, we must take the judgment as we find it, and, so taken, it is a not very satisfactory authority on the meaning of the words "say" and "say about" in contracts of this kind. Adopting the peculiar construction given to the contract by their Lordships, and examining their reasoning, the whole ground of decision really is the use of the words "say about." Now the word "say" is so constantly introduced into mercantile contracts without any reason at all (a number expressed in figures being sometimes followed by "say" with the same number expressed in words), that to found any reasoning upon the use of that word would be extremely dangerous. The stress of the reasoning must therefore rest on the word "about." Certainly that word prevents the seller from being understood to contract that the full number shall be reached. But does it therefore make the statement of number wholly immaterial? It certainly does if the statement of number so qualified would be too uncertain to be interpreted; in that case the description of quantity must be held no part of the contract, rather than make a contract void for uncertainty, which, without that description, would be sufficiently certain. But if a statement of number so qualified is capable of being interpreted so as to be reasonably certain, there seems no more reason for excising it from the contract than if the word "about" were absent. This point of view is entirely disregarded by their lordships, and neither the present case nor that of *Gwillim v. Daniell* (which was decided on demurrer) can be looked upon as a decision of much merit or value.

### NOTES.

"A Solicitor," writing to the *Times*, points out that the benefit conferred by the Vacation sittings at the Rolls House accrues more to the public than the profession. The profession have had extra fees for going to the judge's residence, but to the suitors the practice has been an enormous loss. "Having had," he says, "like many other solicitors, frequently to go down to see the Equity Judge for the Vacation, I have taken the trouble to ascertain from the railway company's clerk how many tickets were issued on such occasions, and I have often found that fifty tickets were issued for the particular station which was nearest the place where the Equity Judge sat, and, judging from the number of cases to be heard, and from the number of persons I have seen attending there, I should say this was about the average. These persons would average about £4 each, as extra costs incurred which would have to be paid by suitors."

The *Canada Law Journal*, after quoting a note which appeared in this Journal (*ante* 569), relating to the mode of addressing the judges, remarks—"Woolrych refers to another Serjeant of later date who was equally conservative. Serjeant Williams (the editor of Saunders' Reports) reserved the title of 'my Lord' for the Chiefs only. One of the puisnes, it is said, would sometimes interrupt him in his argument. In those days it was peculiarly the Chief's prerogative to stop a counsel. But the Serjeant could not tolerate interference from any inferior quarter. 'Sir!' he would say, 'I will answer your observations after I have replied to my Lord.' It is to be noted, however, that when judges are on circuit, they are all equally entitled to be styled 'my Lord,' for the reason, apparently, that then they are acting under a special Royal Commission.

Dr. Johnson, in his 'Journey to the Western Islands of Scotland,' notes the practice, but assigns a different reason: 'Lordship,' he says, 'was very liberally annexed by our ancestors to any station or character of dignity; they said, the Lord General, and Lord Ambassador; and we still say, my Lord, to the judge upon the circuit.'

The *Albany Law Journal* refers to some serious charges made against high judicial functionaries of the United States. Mr. George C. Bates, ex-United States attorney for Utah, says our contemporary, has published a letter making some extraordinary charges against the United States judges in that territory. It is stated that, some little time ago, Mr. Bates was called as a witness in a mining case, and while testifying that he had no knowledge of any corruption upon the part of United States officials in that particular case, appears to have intimated that he had knowledge of such corruption in some other transactions. Chief Justice McKean, in rendering judgment, took occasion to characterise Mr. Bates as a disgrace to the profession, and not worthy of belief either in or out of court. Bates, instead of caning the judge, as some of his friends advised, contented himself with publishing and reiterating his charge of corruption, and expressing his readiness to prove the charge before any proper tribunal. Since then, it is stated, he has been quietly at work gathering proofs, and has now put forth his charges in specific form. The first charge is that all the proceedings in the mining suit of the *Silver Shield Mines v. The Velocipede* were had before and entertained by Judges McKean and Strickland, although they both, at the time, were pecuniarily interested in one of said mines. The third charge is to the effect that Judge McKean aided and abetted some of his intimate friends in stealing from the Government thousands of acres of very valuable coal land through fraudulent entries, and that he, in order to protect them, refused to allow the impanelling of a grand jury. So far as now appears, the foregoing are the only charges implicating Chief Justice McKean. The sixth charges that a bargain was entered into at the Astor House, New York, between a Utah judge not named, a Nevada senator, and a New England banker, whereby a Long Island villa was made over to a female relative of the judicial gentleman, and he himself returned to Utah to render a decision upon a suit in which the whole of the Emma mining property was at stake, and which was decided as arranged by these three gentlemen at the Astor House. The eighth and last charge accuses Judge Strickland of having taken 10,000 dols. in currency, and a bond for 50,000 dols. in consideration that he would grant an injunction, "in accordance with law and justice," in a suit against the "Flagstaff Mining Company," and then refusing the injunction, the other side having paid a larger amount. The story was rather widely circulated through the newspapers, a few months ago, that Judge Strickland had bought his judicial position of his predecessor, Judge Drake, and that an action had been brought upon a note given in the bargain. But Mr. Bates alleges that after the Flagstaff suit, the judge was very "flush;" bought an expensive house, a "nobby turnout," wedded his servant girl to his quondam partner, and did several other things becoming and proper in a successful speculator. The other charges relate to other federal officers not judicial. Mr. Bates professes his ability to make good his charges before a Congressional committee of investigation, and considering the nature of the charges and the positions of the accused, he should have an opportunity of doing so, or failing, to prove himself a gross calumniator. So far as Chief Justice McKean is concerned, adds our contemporary, we are not prepared to believe any charges against him. We have known him for years, and always as an upright and honourable man; but we, nevertheless, believe that he has been exceedingly indiscreet and impolitic in his administration of judicial affairs in Utah. The charges, however, come from such a source and are of such a nature that a searching investigation is absolutely necessary.

It is stated that Mr. Saint, of the Midland Circuit, has been appointed Revising Barrister for the Warwickshire Division, in succession of the late Mr. Serjeant O'Brien.

## COURTS.

THE EUROPEAN ASSURANCE SOCIETY  
ARBITRATION.\*

(Before Lord WESTBURY.)

Feb. 5, 6.—*Re English Widows' Fund and General Life Assurance Association, Carpmael's executors' case.**Transfer of business—Winding up of old society—Notice—New contract—Novation.*

P. and C. effected an assurance on the life of N. with the E. W. Association, whose deed of settlement provided for the dissolution of the company but did not provide for amalgamation with or transfer of its business to another company. Subsequently the B. Association acquired by agreement the business of the E. W. Association and the shareholders of the latter dissolved their company, and shortly afterwards an order was made on petition that the E. W. Association should be wound up under the Acts of 1848 and 1857. The B. Association subsequently transferred its business to the E. Society.

P. and C. paid the premiums due on their policy to the E. W. Association, the B. Association, and the E. Society successively in accordance with notices they received requesting such payment, and took receipts headed respectively with the name of the company to which the payment was made, but had no other notice of the arrangements between the companies. After the transfer of the B. Association's business to the E. Society an error in the original proposal was discovered, and an arrangement was consequently made between the holders of the policy and the E. Society by which the sum payable on the death of N. was reduced.

The E. Society was afterwards ordered to be wound up.

On an application by the executors of the survivor of P. and C. that they should rank as creditors of the E. W. Association, Held, that the liability of the original company had been given up, and that a new contract had been entered into with the transferee company.

The facts of this case were as follows:—

In the year 1849 Moses Poole and William Carpmael effected a policy in the English Widows' Fund and General Life Assurance Association on the life of Wm. Nicholson for £300 under the annual premium of £16 15s. The above-named association was constituted under a deed of settlement dated the 29th October, 1847 (which was varied and added to in 1858 by a supplemental deed), and was completely registered and incorporated under the Act for the Registration of Joint Stock Companies, 7 & 8 Vict. c. 110.

On the 28th February, 1855, the British Nation Life Assurance Association was constituted under a deed of settlement of that date and was completely registered under the same Act.

In the deed of settlement of the English Widows' &c. Association there was no clause providing for amalgamation with or transfer of its business to any other company, but the deed contained clauses providing for the dissolution of the company. The deed of settlement of the British Nation Association contained a clause authorising the company to acquire the business of other companies, or to amalgamate therewith. In the year 1860 the British Nation Association acquired by an agreement, dated the 29th October, 1860, the business of the English Widows' &c. Association, and on the same day at a special meeting of the shareholders of the last mentioned association a resolution was passed "that the English Widows' Fund and General Life Assurance Association be and the same is hereby dissolved."

On the 8th November, 1860, an extraordinary general meeting of the shareholders of the same association was held, and the following resolution was passed:—"That the resolution passed at an extraordinary general meeting of shareholders of this association, held on Monday, the 29th October, 1860, whereby it was resolved that the association should be and the same was thereby dissolved, be and the same resolution is hereby confirmed."

On the 21st December, 1861, a petition was presented to the Court of Chancery for the winding up of the English Widows' &c. Association, and on the 14th June, 1862, an order was made that the said association should be absolutely dissolved as from that day, and be wound up by

the judge under the provisions of the Joint Stock Companies Winding-up Acts, 1848 and 1857, and on the 23rd July, 1862, R. P. Harding was appointed official manager of the said association.

During the month of July, 1862, an advertisement for creditors of the Widows' Fund &c. Association, settled and signed by the chief clerk, was inserted several times in the London Gazette, and in some of the London and provincial newspapers, but no claim was carried in by Messrs. Poole & Carpmael or either of them to prove as creditors of the association in respect of the said policy.

The premiums on the policy were paid to the English Widows' &c. Association, and the British Nation Association successively, and after 1865, in which year the British Nation Association transferred its business to the European Society, the premiums were paid to the European Society. The receipts given by the English Widows', the British Nation, and the European Societies respectively, were in the following forms:—

"Receipt No. 6,198.

Established 1847.

English Widows' Fund and General Life Assurance Association,  
9, New Bridge-street, London, E.C.  
Policy No. 257 Y.

In the name of Messrs. Poole and Carpmael.

On the life of William Nicholson.

Sum assured £300.

Received this 20th June, 1860, the sum of sixteen pounds fifteen shillings, being yearly premium due the 5th day of June, 1860, under the above policy.

SEPTIMUS READ, Director.

GEORGE BOND, Jun., Secretary.

£16 : 15 : 0.

Amount paid to Carl Voight."

"British Nation Life Assurance Association,  
With which is united the  
English Widows' Fund.

Chief offices : 291, Regent-street, London, W.

15th June, 1861.

Receipt No. 7,699.

Sum assured £300.

Policy No. 257.

Received of Messrs. Poole and Carpmael the sum of sixteen pounds fifteen shillings and pence, being the payment of annual premium from the 3rd day of June, 1861, to the 2nd day of June, 1862, for an assurance of the sum of £300, on the life of Mr. William Nicholson, effected by the before-named policy.

£16 : 15 : 0.

HENRY LAKE, Manager.

Countersigned—

JOHN MADDEN, Cashier."

"British Nation Life Assurance Association,  
In union with

E. W. F. The European Assurance Society.

(Empowered by Special Act of Parliament.)

Offices : 316, Regent-street, and 2, Waterloo-place, Pall Mall, London.

Receipt No. 13,284.

Sum assured £300.

Policy No. 257.

Received this 21st day of June, 1865, the sum of sixteen pounds fifteen shillings, being the payment of one year's premium from the 5th June, 1865, to the 5th June, 1866, for an assurance on the life of William Nicholson, effected by the before-named policy.

HENRY LAKE, Manager.

Countersigned—

W. SEYMOUR, Cashier."

"No. 44,036.

European Assurance Society.

(Empowered by Special Act of Parliament)

Chief Office : No. 17, Waterloo-place, Pall Mall, London, S.W.

Premium £16 : 15 : 0. On the life of W. Nicholson (E. W.).

Received the 30th day of June, 1870, the sum above stated, being the amount of premium for the renewal of policy No. 257 for twelve months, from the 5th day of June, 1870, according to the tenor of the said policy.

J. M. F. SMITH } Directors.

Countersigned—

REGINALD READ }

H. TEMPLETON.

\* Reported by R. TAUNTON RAIKES, Esq., Barrister-at-Law.



Printed receipts for renewal premiums issued from the Chief Office and signed by two directors will alone be admitted as valid."

In the year 1868 it was discovered by the holders of the policy that the age of the assured had been stated incorrectly at the time of the proposal upon which the policy was issued, and in consequence the policy was, under one of the conditions of assurance, liable to be declared void by the directors. Negotiations were thereupon set on foot by the holders of the policy and a correspondence ensued between them and the European Society which resulted in the following arrangement being made and indorsed on the policy.

"It having been proved by baptismal certificate that the within named William Nicholson was two years older at the time of assuring than stated in the proposal referred to herein, it is hereby declared that in consequence of such difference in age the sum assured payable in respect of this policy shall be reduced to £275 2s.; the yearly premium herein mentioned remains unaltered. The age of the within-named William Nicholson is hereby admitted."

Dated this 25th June, 1868,

REGINALD READ, Director.

Henry Lake, General Manager.

Mr. Reginald Read and Mr. H. Lake were officers of the European Society.

Mr. W. Carpmal survived his partner Mr. Poole, and had since died, and the question now before the arbitrator was whether Mr. Carpmal's executors should rank as creditors of the English Widows' &c. Association, or of the European Society.

Fooks, Q.C., and E. Carpmal, for Carpmal's executors.—The case of the joint official liquidator is that there is novation and contract. Our case is that the assured continued to pay their premiums to the English Widows' &c. Association, paying them first to that society directly, and subsequently to the British Nation on behalf of the English Widows'. The winding up of the English Widows' &c. Association is not yet finished, and even if we had seen the advertisement, which we did not, and were affected with notice, we could still come in and make our claim upon the terms of not disturbing anything that has been done under the winding up order. The assured paid the premiums in respect of their policy as they became due, first at the office of the English Widows' &c. Association, then at the office of the British Nation, and after that at the office of the European, according to the notices which were sent them. They had no notice of the arrangements which were made between these societies, except from the formal notices sent them for the payment of premiums, and from the form of the receipts which were given for those premiums. The assured had no knowledge of the winding up of the English Widows' &c. Association, they never saw the advertisements, but continued to pay their premiums up to 1871 in entire ignorance that any winding up order had been made. No final advertisement has ever been issued, and we are coming in now to make our claim. The executors say these premiums have been received either rightfully or wrongfully; if rightly, then they must have been received in aid of the English Widows' &c. Association; if wrongfully, we have made erroneous payments, but we were induced to make them by the notices sent us by the two societies, and in the belief that the English Widows' was a subsisting association, and those two societies ought therefore to refund the premiums so paid to them.

As to what was done in 1868 when the mistake as to Mr. Nicholson's age was discovered, Mr. Carpmal only acted then as he considered he was bound to act, and without any intention of entering into a new contract with the European Society by way of substitution or novation, and in dealing with Mr. Lake in that matter he thought he was dealing with the representative of the English Widows' Fund.

Lord WESTBURY [without hearing Higgins, Q.C., and Montague Cookson, who appeared for the joint official liquidators].—When this case was opened to me yesterday on behalf of the claimants, it appeared to me to be attended with many technical difficulties, arising from the fact that it was desired to wind up this company under an order made by Vice-Chancellor Wood so long ago as the 14th

of June, 1862. Now the winding up directed by that order would of course proceed upon the state of the law which then existed. At that time the Act of 1862 had not come into operation or effect, consequently the limited and very imperfect powers for winding up the company given by the anterior statutes would be all that could be referred to in carrying the order into effect. It ought to have occurred to me that if the claimant had merits I could easily provide the necessary machinery requisite for winding up effectually, by making a supplemental order to wind up, founded to a certain degree upon the Vice-Chancellor's order, and of course upon the terms of not disturbing anything that had been rightly done under that order. That removes all the difficulty that I felt. I mention it for the purpose of stating if there be any other case such as this, what would be the course that I should take to add to an order to wind up, made previous to the present statute of 1862.

I now come to the merits of this application. The order of the Vice-Chancellor was made on the 14th of June, 1862. It was published in the *Gazette* and several other papers. I see it was published twice in the *Gazette* in July, 1862; it was published in the *Times* and the *Standard* three times in July, 1862; in the *Norwich papers* on the 5th of July, 1862; in the *Exeter and Plymouth Gazette* on the 4th of July, 1862. The survivor of the two gentlemen who effected this policy was then alive. He was intimately connected, by reason of his business, with the legal profession, and more especially with the equity bar. He was a man of great intelligence, great attention to business, and not at all a person likely to be non-observant of matters that affected a portion of his property by proceedings in the courts of justice. That gentleman lived, I think, until the year 1867; therefore there were at least five years after the making and the publication of this winding up order. His son, the executor, now comes forward and says, that to the best of his belief, his father had no knowledge whatever of these proceedings in the Vice-Chancellor's court affecting the company with whom he had negotiated and effected this policy. No doubt that gentleman speaks the truth according to his belief, but it is by no means a sufficient statement to induce me to repel the inference that must arise upon these publications, that I have named, and the notoriety of the proceedings. Mr. Carpmal paid the premiums on his policy to the company who had taken a transfer of the business or of the contracts which had been made with the Widows' Fund—that is, in the first place the British Nation, in the second place, the European Assurance Company. Mr. Carpmal paid the premiums upon this policy to the British Nation in the first instance. The contention on the part of Mr. Fooks is that he paid them to the British Nation as the agents, or the persons authorised by the dealing between the British Nation and the English Widows' &c. Association, to receive those premiums. Unfortunately, however, the moment the winding up order was made any such authority came to an end. The contention before me is that the English Widows' &c. Association was treated by Mr. Carpmal as an existing society, and that in paying his premiums to the British Nation he did so under the belief that the British Nation had still an authority from the English Widows' &c. Association to receive those premiums. Now it is quite clear, if I am right in imputing to him, from the advertisements, notice of the winding up order, that he could not have acted under that impression, for he must have known, and his advisers, if he wanted advisers in the matter (which I do not think he did), must have known that the winding up order had put an end to the authority contained in the antecedent contracts. From and after that order everything payable to the English Widows' &c. Association would be entirely at an end. My impression and conviction, therefore, are that when the order was made of which I must fix Mr. Carpmal with notice, Mr. Carpmal thought it wise and right to abandon the English Widows', and to elect to take the substitute for that society, namely the British Nation. Any argument, therefore, derivable from the supposition that Mr. Carpmal continued to pay the premiums to the British Nation as having the authority of the English Widows' &c. Association is, I think, entirely at an end.

But I do not mean to rest my decision upon that ground, although it would be quite sufficient for the decision I pro-

pose to make. The next thing that we come to is the transaction between the two companies; and here again Mr. Carpmael, the executor, makes oath, that he does not believe his father was aware of the nature of that transfer or of the fact of the contract between the two companies; so, at least, I understand his affidavit. That is a representation of Mr. Carpmael's belief. I know not on what that belief is founded, but I am quite sure that any ground for that statement is entirely removed by the correspondence that passed between Mr. Carpmael and his executors and the British Nation Association and the European Society. It is idle to contend that any gentleman receiving those letters, headed as they are—first the receipts and afterwards the letters:—"The British Nation," and then afterwards "The European Assurance Society"—it is idle to suppose for a moment that a gentleman of intelligence would not of course infer, from the heading of those letters, if he had not already known it, that he was no longer dealing with the original society, but was dealing with a substituted society.

In that state of things comes the material transaction upon which my decision is founded. Mr. Carpmael's executor discovered the mistake in the terms of the policy, and he applied to the manager of the European Assurance Society to correct that mistake. There was some power of correcting mistakes of that kind reserved by the original endorsement upon the policy. That mistake having been discovered, the proposal is made by the one side and accepted by the other that there shall be a most material alteration in the contract, and that the sum of money shall be reduced by reason of the age of the assured person being two years less, I think, than the number of years at which it was represented. That is carried into effect by this endorsement, "which is a new agreement made upon the policy—"It having been proved by baptismal certificate, that the within named William Nicholson was two years older at the time of assuring than stated in the proposal referred to herein, it is hereby declared that in consequence of such difference in age, the sum assured, payable in respect of this policy, shall be reduced to £275 2s., the yearly premium herein mentioned remaining unaltered, the age of the within named William Nicholson is hereby admitted." Then that is signed by a gentleman of the name of Reginald Read. Some attempt is made by the claimant to suggest that as Reginald Read had been a director of the English Widows' &c. Association, he was regarded by the parties as signing still in that capacity. It is impossible to accept that. I have already stated it is impossible for me not to impute in law to Mr. Carpmael knowledge of the winding up order. But even that excuse, slight as it is, is wholly removed by the fact that Reginald Read was at the time of this endorsement a director of the European Society, and by the fact that Henry Lake is described here as general manager and was the general manager of the European at the time, and was the gentleman with whom the correspondence had taken place that terminated in the agreement recorded by this endorsement.

I am extremely unwilling and shall always remain unwilling to transfer one policyholder from his original company to another company, unless I have clear and indisputable proof that the policyholder did deliberately elect to take the second company in lieu of the former. That conclusion must be founded on facts and circumstances that unmistakably warrant it. What have I got here? I have got a company that has been wound up—notoriously wound up, or ordered so to be, at least six years before the date of this endorsement. During those six years I find premiums that have become due on the policy paid not to any representatives of the original company, but to the company who had bargained for a transfer of its business and its engagements. I find that this gentleman, a man of great intelligence, must have considered that it was for his benefit to give up the insolvent company, and to take to what he believed to be the solvent company, and all his actions evidence that. Then I find that capped and concluded by a deliberate agreement with the transferee company altering the terms of the original policy, and in effect substituting a new contract for the old. There can be no doubt that this is a case, therefore, in which all liability of the original company has been

given up, and in lieu and substitution for the same the engagement of the transferee company has been accepted. There has been great courage in making this application. I dare say it was an application that it was desirable for the estate of Mr. Carpmael to have made that the question may be concluded, and therefore the executors I dare say felt themselves justified and properly justified in making it. But it was a hopeless thing under the circumstances, and I must dismiss the application with costs to be paid by the executors.

## COUNTY COURTS.

SHEFFIELD.

(Before T. ELLISON, Esq., Judge.)

August 20.—*Re Towaroe.*

*In proceedings for liquidation under section 125 of the Bankruptcy Act, 1869, the registrar refused to register the resolutions passed at the meeting of creditors on the ground that the attorney signing the notice of meeting was not the attorney in the matter of the petition, and that the signature to the notice of meeting was not the signature of the attorney himself, but of a clerk in his name.*

*Held, that on either of these grounds the registrar was justified in refusing to register the resolutions.*

The facts of this case are given in the judgment.

His Honour said this was an application to discharge or vary an order of Mr. Registrar Rodgers, refusing to register certain resolutions in the matter of the liquidation of John Towaroe, electro-plater, of Sheffield. The Registrar had given to the Court the grounds upon which he based his refusal to register the resolutions. These were six in number, but substantially might be reduced to three. First, that W. E. Tattershall, an attorney of the Court, whose name appeared as the attorney signing the notice of meeting, did not appear to be the attorney in the matter of the petition; secondly, that the signature, "W. E. Tattershall," did not appear to be the signature of Mr. Tattershall himself, but of some clerk; and, thirdly, that the proceedings of the meeting were closed with undue and precipitate haste. Upon the last objection he (his Honour) was not going to base his decision, but the decision would be based upon the other two grounds of objection. The affidavit in support of the petition (form 107), which was upon the files of the Court, instead of showing, as it ought to do, that Mr. Tattershall was the attorney in the matter, showed that John Carr Auty was such attorney; and the Registrar found that no satisfactory explanation had been given to him as to the circumstances under which Mr. Tattershall's name appeared on the notice. According to the rule (255) and the form given by the statute (form 108) the notice to the creditors of the general meeting should be signed by the debtor himself or the attorney for the debtor. In this case that form was signed in the name of the attorney, but not by the attorney. Upon the first point the Registrar was perfectly justified in refusing to register the resolutions. The second ground of objection raised such an important question that he had previously declined to give his judgment without considering the case, so that the practice of the Court should be plain as to whether an attorney of the Court should have the power where the statute required him to sign an application on behalf of the debtor to delegate that authority to an "attorney's clerk"—who might be an errand boy at five shillings a week. There was a case recently decided (*Queen v. Justices of Kent*, 21 W. R. 635, L. R. 8 Q. B. 305), in which under the 12 & 13 Vict. c. 45, requiring an appeal to quarter sessions to be in writing, signed by the appellant or his attorney, a notice of appeal signed by the attorney's clerk in the name and with the authority of the appellant, was held sufficient—but this was on the common law maxim of *Qui facit per alium facit per se*, and had no application to this case. The attorney was named in the statute as being at once an officer of the Court and the representative of the debtor, and therefore the proper medium between the debtor and the Court. But to allow the attorney to delegate this position to a mere clerk—in this case the clerk was receiving twenty-five shillings a week—would be entirely subversive of anything like regularity or order in the proceedings of the Court, and was wholly unjustifiable. This application must be refused with costs.



# APPOINTMENTS.

Mr. HUGH COWIE, of the Home Circuit, has been appointed Recorder of Maldon and Saffron Walden, Essex. Mr. Cowie was called to the bar in Hilary Term, 1862.

## FORMS FOR PROCEEDINGS UNDER THE BASTARDY ACTS ON THE MOTHER'S APPLICATION.

(Continued from page 829.)

### SCHEDULE B.

#### No. 14.

*Form of Order when Application was made by a Woman with Child, and the Child has been born and is alive.*

to wit.—At a petty session of her Majesty's Justices of the Peace for the county (a) of holden in and for the (a) division of in the said county (a), at on the day of in the year of our Lord one thousand eight hundred and before us her Majesty's Justices of the Peace for the said (a) county.

Whereas one single woman residing at within this (a) division, being with child, did on the day of in the year of our Lord one thousand eight hundred and make application to one of her Majesty's Justices of the Peace acting for this (a) division, for a summons to be served upon one of the parish of in the county (a) of whom she, being duly sworn before the said upon her oath stated (b) to be the father of the child with which she was then pregnant; and the said justice thereupon issued his summons to the said to appear at a petty session to be holden on this day for this division (a) in which the said justice usually acts, to answer her complaint touching the premises: and whereas the said hath been lately delivered of a bastard child; and whereas the said having been duly served with the said summons, and appearing in pursuance thereof (c) and the said having now applied to us, the justices in petty session assembled, for an order upon the said according to the form of the statute in such case made and provided; and it being now proved to us, in the presence and hearing of the said (d) that the said child was, on the day of in the year of our Lord one thousand eight hundred and born a bastard of the body of the said and we having, in the presence and hearing of the said (d) heard the evidence of such woman and such other evidence as she hath produced, and having also heard all the evidence tendered by (e) the said and the evidence of the said the mother of the said child, having been corroborated in some material particular by other evidence to our satisfaction, do hereby adjudge the said to be the putative father of the said bastard child; and, having regard to all the circumstances of this case, we do now hereby order, that the said do pay unto the said the mother of the said child, so long as she shall live and shall be of sound mind, and shall not be in any gaol or prison, or under sentence of transportation, or to the person who may be appointed to have the custody of such child under the provisions of an Act passed in the eighth year of the reign of her present Majesty, intituled, "An Act for the further amendment of the laws relating to the poor in England," the sum of (f) per week for the maintenance and education of the said child (g) until the said child shall attain the age of (h) years, or shall die: and we do hereby further order the said to pay to the said the sum of for the expenses incidental to the birth of the said child, and the sum of for the costs incurred in obtaining this order.

Given under our hands and seals, at the session aforesaid.

(a) Or city, borough, or other place.

(b) Or affirmed.

(c) Insert here, if the defendant do not appear, "Six days at least before this day, as is now proved before us," or "the same having been left at his last place of abode six days at least before this day, as is now proved before us," and erase the words in italics.

(d) Should the defendant not appear, erase the words in italics.

(e) Should the defendant appear by attorney or counsel, it will be then only necessary to erase the word "by" and add "on behalf of;" but should he not appear himself, or by attorney or counsel, then erase the words in italics.

(f) Not to exceed five shillings.

(g) If the justices allow the payment from the birth, insert the words "from the birth of the said child," and if they decline to do so, insert the word "henceforth."

(h) Insert "thirteen" or "sixteen," according as the justices may order.

#### No. 15.

*Form of Order when Application was made by a Woman with Child, and the Child has been born and is dead.*

to wit.—At a petty session of her Majesty's Justices of the Peace for the county (a) of holden in and for the (a) division of in the said county (a), at on the day of in the year of our Lord one thousand eight hundred and before us her Majesty's Justices of the Peace for the said (a) county.

Whereas one single woman residing at within this (a) division, being with child, did on the day of in the year of our Lord one thousand eight hundred and make application to one of her Majesty's Justices of the Peace acting for this (a) division, for a summons to be served upon one of the parish of in the county (a) of whom she, being duly sworn before the said upon her oath stated (b) to be the father of the child with which she was then pregnant; and the said justice thereupon issued his summons to the said to appear at a petty session to be holden on this day for this division (a) in which the said justice usually acts, to answer her complaint touching the premises: and whereas the said hath been lately delivered of a bastard child: and whereas the said having been duly served with the said summons, and appearing in pursuance thereof (c); and the said having now applied to us, the justices in petty session assembled, for an order upon the said according to the form of the statute in such case made and provided; and it being now proved to us, in the presence and hearing of the said (d) that the said child was, on the day of in the year of our Lord one thousand eight hundred and born a bastard of the body of the said and we having, in the presence and hearing of the said (d) heard the evidence of such woman and such other evidence as she hath produced, and having also heard all the evidence tendered by (e) the said and the evidence of the said the mother of the said child, having been corroborated in some material particular by other evidence to our satisfaction, do hereby adjudge the said to be the putative father of the said bastard child; and it being now also proved to us, that the said child died on the day of last past, we do hereby order that the said do pay to the mother of the said deceased child, the sum of for the expenses incidental to the birth of the said child, and also the sum of for the funeral expenses of the said child, together with the sum of for the costs incurred in obtaining this order (f).

Given under our hands and seals at the session aforesaid.

(a) Or city, borough, or other place.

(b) Or affirmed.

(c) Insert here, if the defendant do not appear, "Six days at least before this day, as is now proved before us," or "the same having been left at his last place of abode six days at least before this day, as is now proved before us," and erase the words in italics.

(d) Should the defendant not appear, erase the words in italics.

(e) Should the defendant appear by attorney or counsel, it will then be only necessary to erase the word "by" and add "on behalf of;" but should he not appear himself, or by attorney or counsel, then erase the words in italics.

(f) If the justices decide upon allowing such payments, insert here "and the sum of for the maintenance and education of the said child from its birth until its death, being at the rate of per week" [not to exceed five shillings per week].

## No. 16.

*Form of Order when Application was made by a Woman after the Birth of the Child and the Child is alive.*

— to wit.—At a petty session of her Majesty's Justices of the Peace for the county (a) of holden in and for the (a) division of in the said (a) county, at on the day of in the year of our Lord one thousand eight hundred and before us her Majesty's Justices of the Peace for the said (a) county. Whereas one single woman, residing at within this (a) division did on the day of in the year of our Lord one thousand eight hundred and having been delivered of a bastard child (b) twelve calendar months prior thereto, make application to one of her Majesty's Justices of the Peace acting for this (a) division, for a summons so be served upon one of whom she alleged to be the father of the said child (c) ; and the said justice thereupon issued his summons to the said to appear at a petty session to be holden on this day for this (a) division in which the said justice usually acts, to answer her complaint touching the premises:

And whereas the said having been duly served with the said summons within forty days from this day (d) (e) and now appearing in pursuance thereof and the said having now applied to us the justices in petty session assembled for an order upon the said according to the form of the statute in such case made and provided ; and it being now proved to us, in the presence and hearing of the said (f) that the said child was on the day of in the year of our Lord one thousand eight hundred and , born a bastard of the body of the said ; and we having, in the presence and hearing of the said (f) heard the evidence of such woman and such other evidence as she hath produced, and having also heard all the evidence tendered by (g) the said and the evidence of the said the mother of the said child, having been corroborated in some material particular by other evidence to our satisfaction, do hereby adjudge the said to be the putative father of the said bastard child ; and, having regard to all the circumstances of this case, we do now hereby order, that the said do pay unto the said the mother of the said child, so long as she shall live and shall be of sound mind, and shall not be in any gaol or prison, or under sentence of transportation, or to the person who may be appointed to have the custody of such child under the provisions of an Act passed in the eighth year of the reign of Her present Majesty, intituled "An act for the further amendment of the laws relating to the poor in "England," the sum of (h) per week for the maintenance and education of the said child (i) until the said child shall attain the age of (j) years, or shall die : And we do hereby further order the said to pay to the said the sum of for the expenses incidental to the birth of the said child, and the sum of for the costs incurred in obtaining this order.

Given under our hands and seals, at the session aforesaid.

(a) Or city, borough, other place.

(b) Insert "within," or "more than," as the case may require.

(c) Insert, as the case may require, "and who was proved before the said justice to have paid money for the maintenance of the said child within twelve calendar months after its birth," or "and who was proved before the said justice to have ceased within the twelve calendar months next after the birth of the said child to reside in England, and to have returned to England within the twelve calendar months next before the date of such application.

(d) If the order be made at an adjourned session, insert the day of the commencement of the session, adding these words, "from which day the hearing of this case hath been adjourned," and erase the words "this day."

(e) If the defendant do not appear, insert here, "and six days at least before this day, as is now proved before us," or "the same having been left at his last place of abode six

days at least before this day, as is now proved before us," and erase the words which follow in italics.

(f) Should the defendant not appear, erase the words in italics.

(g) Should the defendant appear by attorney or counsel, it will be then only necessary to erase the word "by" and add "on behalf of;" but should he not appear himself, or by attorney or counsel, then erase the words in italics.

(h) Not to exceed five shillings.

(i) If the application was made within two calendar months after the birth, and the justices allow the payment from the birth, insert "from the birth of the said child;" in all other cases insert the word "henceforth."

(j) Insert "thirteen" or "sixteen," according as the justices may order.

## No. 17.

*Form of Order when Application was made by a Woman after the Birth of the Child and the Child is Dead.*

— to wit.—At a petty session of her Majesty's Justices of the Peace for the county (a) of holden in and for the (a) division of in the said (a) county, at on the day of in the year of our Lord one thousand eight hundred and before us her Majesty's Justices of the Peace for the said (a) county.

Whereas one single woman, residing at within this (a) division did on the day of in the year of our Lord one thousand eight hundred and having been delivered of a bastard child (b) twelve calendar months prior thereto, make application to one of her Majesty's Justices of the Peace acting for this (a) division, for a summons to be served upon one of whom she alleged to be the father of the said child (c) ; and the said justice thereupon issued his summons to the said to appear at a petty session to be holden on this day for this (a) division in which the said justice usually acts, to answer her complaint touching the premises:

And whereas the said having been duly served with the said summons within forty days from this day (d) (e) and now appearing in pursuance thereof and the said having now applied to us the justices in petty session assembled for an order upon the said according to the form of the statute in such case made and provided ; and it being now proved to us, in the presence and hearing of the said (f) that the said child was on the day of in the year of our Lord one thousand eight hundred and ; born a bastard of the body of the said ; and we having, in the presence and hearing of the said (f) heard the evidence of such woman and such other evidence as she hath produced, and having also heard all the evidence tendered by (g) the said and the evidence of the said the mother of the said child, having been corroborated in some material particular by other evidence to our satisfaction, do hereby adjudge the said to be the putative father of the said bastard child ; and it being now also proved to us, that the said child died on the day of last passed, we do hereby order that the said do pay to the mother of the said deceased child the sum of for the expenses incidental to the birth of the said child and also the sum of for the funeral expenses of the said child, together with the sum of for the costs incurred in obtaining this order (h).

Given under our hands and seals, at the session aforesaid.

(a) Or city, borough, or other place.

(b) Insert "within," or "more than," as the case may require.

(c) Insert, as the case may require, "and who was proved before the said justice to have paid money for the maintenance of the said child within twelve calendar months after its birth," or "and who was proved before the said justice to have ceased within the twelve calendar months next after the birth of the said child to reside in England, and to have returned to England within the twelve calendar months next before the date of such application.

(d) If the order be made at an adjourned session, insert

the day of the commencement of the session, adding these words, "from which day the hearing of this case hath been adjourned," and erase the words "this day."

(e) If the defendant do not appear, insert here, "and six days at least before this day, as is now proved before us," or "the same having been left at his last place of abode six days at least before this day, as is now proved before us," and erase the words which follow in italics.

(f) Should the defendant not appear, erase the words in italics.

(g) Should the defendant appear by attorney or counsel, it will be then only necessary to erase the word "by" and add "on behalf of"; but should he not appear himself, or by attorney or counsel, then erase the words in italics.

(h) If the application was made within two calendar months after the birth, and the justices decide upon allowing such payments, insert here "and the sum of for the maintenance and education of the said child from its birth until its death, being at the rate of per week" [not to exceed five shillings per week].

No. 18.

*Recognizance on Notice of Appeal.*

\_\_\_\_\_ to wit.—Whereas by an order under the hands and seals of \_\_\_\_\_ assembled at a petty session of her Majesty's Justices of the Peace for the (a) county of \_\_\_\_\_ holden in and for the (a) division of \_\_\_\_\_ in the said county, at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ the said \_\_\_\_\_ was adjudged to be the putative father of a bastard child, of which one \_\_\_\_\_ had been delivered, and was ordered to pay to her certain sums of money therein set forth: And whereas the said \_\_\_\_\_ hath given to the said \_\_\_\_\_ notice of his intention to appeal against the said order to the general quarter session of the peace to be holden (b) on the \_\_\_\_\_ day of \_\_\_\_\_ next, for the county (a) of \_\_\_\_\_

Now the condition of this recognizance is such, that if the abovenamed \_\_\_\_\_ do appear at the general quarter session of the peace to be held at \_\_\_\_\_ in and for the (a) county of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ and then and there try such appeal, and pay such costs as shall be by the said court awarded, then this recognizance to be void.

Taken and acknowledged, this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ at \_\_\_\_\_ in the county of (a) \_\_\_\_\_ before me the undersigned, one of her Majesty's Justices of the Peace for the said county (a).

Note.—Notice in writing of this recognizance having been entered into must be given or sent by post to the woman in whose favour the order was made, and also to one at least of the justices who made the order, unless this recognizance be entered into before one of such justices.

(a) Or city, borough, or other place.

(b) If the notice of appeal do not set out the day on which the quarter session is to be holden, this recital and the condition must be altered accordingly,

SCHEDULE C.

No. 19.

*Information of Mother on Disobedience to order.*

\_\_\_\_\_ to wit.—the information and complaint of \_\_\_\_\_ of the parish of \_\_\_\_\_ in the county (a) of \_\_\_\_\_ single woman, taken upon oath (b) before me one of her Majesty's Justices of the Peace for the said county (a), the (c) \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ who saith, that by an order made under the authority of the statutes in that behalf, at the petty session holden in and for the division of (a) \_\_\_\_\_ in the county of (a) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ by her Majesty's Justices of the Peace in and for the said county (a) of \_\_\_\_\_ acting for the said division (a) \_\_\_\_\_ then and there assembled, of \_\_\_\_\_ in the county (a) of \_\_\_\_\_ was adjudged to be the putative father of a bastard child, then

lately born of her body, and that in and by the said order it was ordered that the said \_\_\_\_\_ should pay to her the said (d)

And this deponent further saith, that the said \_\_\_\_\_ hath had due notice of the said order, and that the payments directed to be made by the said order have not been made according thereto by the said \_\_\_\_\_ and that there is now in arrear for the same the sum of \_\_\_\_\_ being the amount of \_\_\_\_\_

And this informant therefore prays justice in the premises.

Exhibited and sworn before me, \_\_\_\_\_ the day and year first above written, at \_\_\_\_\_ in the county (a)

(a) Or City, borough, or other place.

(b) Or affirmation.

(c) This must not be before the expiration of one calendar month from the order.

(d) Here recite the terms of the order.

No. 20.

*Warrant of Apprehension for Disobedience of Order.*

\_\_\_\_\_ to wit.—To (a)

Whereas information and complaint have been made upon oath (b) before me, one of her Majesty's Justices of the Peace for the county (c) of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ by \_\_\_\_\_ of the parish of \_\_\_\_\_ in the county (c) of \_\_\_\_\_ single woman, that by an order made under the authority of the statutes in that behalf, the division (c) of \_\_\_\_\_ in the county (c) of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ by her Majesty's Justices of the Peace in and for the said county (c) acting in and for the said division (c) then and there assembled \_\_\_\_\_ of \_\_\_\_\_ in the county (c) of \_\_\_\_\_ was adjudged to be the putative father of a bastard child, then lately born of her body, and that in and by the said order it was ordered that the said \_\_\_\_\_ should pay to her the said (d)

and that the said \_\_\_\_\_ had had due notice of the said order, and that the payments directed to be made by the said order have not been made according thereto by the said \_\_\_\_\_ and that there is now in arrear for the same the sum of \_\_\_\_\_ being the amount of \_\_\_\_\_

These are, therefore, in her Majesty's name, to command you, or some or one of you, forthwith to apprehend the said \_\_\_\_\_ and convey him before two of her Majesty's Justices of the Peace in and for the said county (c) to answer the premises, and be dealt with according to law.

Given under my hand and seal, at \_\_\_\_\_ in the county (c) of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_

(a) This should be addressed to the constables of the Metropolitan Police Force, or of the county, borough, or parish, according to circumstances.

(b) Or affirmation.

(c) Or city, borough, or other place.

(d) Here recite the terms of the order.

No. 21.

*Warrant of Distress against the putative Father.*

\_\_\_\_\_ to wit.—To (a)

Whereas information and complaint were, on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ made upon oath (b) before one of her Majesty's Justices of the Peace in and for the said county (c) by \_\_\_\_\_ of the parish of \_\_\_\_\_ in the county (c) of \_\_\_\_\_ single woman, that by an order made at the petty session holden in and for the \_\_\_\_\_ division (c) of \_\_\_\_\_ in the county of (c) \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand eight hundred and \_\_\_\_\_ by her Majesty's Justices of the



Peace in and for the said county (c) acting in and for the said division (a) then and there assembled of in the county (c) of was adjudged to be the putative father of a bastard child, then lately born of her body, and that in and by the said order it was ordered that the said should pay to her the said (d)

and that the said had had due notice of the said order, and that the payments directed to be made by the said order had not been made according thereto by the said and that there was then in arrear for the same the sum of being the amount of

And whereas the said justice, by warrant under his hand and seal directed to commanded them, or some or one of them, forthwith to apprehend the said

and to convey him before two of her Majesty's Justices of the Peace for the said county (c), to answer the premises and be dealt with according to law.

Whereupon the said being now brought before us, two of her Majesty's Justices of the Peace for the said county (c), to show cause why the same should not be paid, hath not shown any cause why the same should not be paid; and the same duly appearing to us upon oath (b) to be due from the said under the said order, together with the further sum of for the costs attending such warrant, apprehension, and bringing up of him, the said nevertheless hath not paid the said sums due under the said order, and the said sums so due for such costs, but therein hath made default.

These are therefore to require you forthwith to make distress of the goods and chattels of the said and if within the space of days next after such distress by you taken the said sums, together with the reasonable charges of taking and keeping the said distress, shall not be paid, that then you do sell the said goods and chattels so by you distrained, and out of the money arising by such sale thereof that you detain the said sums, and also the reasonable charges of taking, keeping, and selling the said distress, rendering the overplus (if any), on demand, unto the said and if no sufficient distress can be found, that then you certify the same unto us or unto (e) two of her Majesty's Justices of the Peace acting for the said county (c), to the end that such further proceeding may be had therein as to law doth appertain; and we further order you to make return to this warrant, on the day of next, unto us or such justices as aforesaid.

And whereas (f) the said not having given sufficient security, by way of recognisance or otherwise, to our satisfaction, for his appearance on the return of this warrant, we do hereby further order you to detain the said and keep him in safe custody until the said return can be conveniently made, and then bring him before us or such justices as aforesaid.

Given under our hands and seals, at in the county (c) of this day of in the year of our Lord one thousand eight hundred and

(a) This should be addressed to the constables of the Metropolitan Police Force, or of the county, borough, or parish, according to circumstances.

(b) Or affirmation.

(c) Or city, borough, or other place.

(d) Here recite the terms of the order.

(e) If the party give security for his appearance, insert the names of the justices before whom he is to appear; but should he not find such security, insert the word "any."

(f) Should the party find security for his appearance on the return of the warrant erase this paragraph.

#### No. 22.

#### Form of Recognisance for Appearance at the Return of the Distress Warrant.

Recognisance in the common form, subject to the following condition.

to wit.—Whereas the above-bounden having been apprehended upon a warrant issued under the hand and seal of one of her Majesty's Justices of the Peace in and for the county (a) of upon the information and complaint of for disobedience to

an order made in the petty session holden in and for the division (a) of in the county of on the day of in the year of our Lord one thousand eight hundred and by her Majesty's Justices of the Peace then and there assembled, whereby he was adjudged to be the putative father of a bastard child, lately born of the body of the said single woman and ordered to pay certain sums of money as therein set forth; and the said having been brought before

and two of her Majesty's Justices of the Peace for the said county (a), by virtue of the said warrant, and not having paid the sums due from him under such order, together with the costs attending such warrant, apprehension, and bringing of him up before such justices, but having therein made default, they have by warrant under their hands and seals, addressed to directed the sum so due, together with such costs, to be recovered by distress and sale of the goods and chattels of the said and have made the said warrant returnable on the day of to them, or unto two Justices of the Peace acting for the said county (a).

Now the condition of this recognisance is such, that if the above-bounden do appear before the justices unto whom the said warrant is made returnable on the day so appointed for the return thereof, to abide the further proceedings thereon, then the same shall be of no effect, otherwise to remain in full force.

Taken and acknowledged the day of in the year of our Lord one thousand eight hundred and at in the county (a) of before me the undersigned, one of her Majesty's Justices of the Peace in and for the said county (a) of

(a) Or city, borough, or other place.

#### No. 23.

#### Warrant of Commitment.

to wit.—To (a) and to the keeper of the common jail (b) at in the county (d) of

Whereas information and complaint were, on the day of in the year of our Lord one thousand eight hundred and made upon oath (c) before one of her Majesty's Justices of the Peace for the said county (d), by of the parish of in the county (d) of single woman, that by an order made at the petty session holden in and for the division (d) of in the county (d) of on the day of in the year of our Lord one thousand eight hundred and by her Majesty's Justices of the Peace for the said county (d) acting in and for the said division (d) then and there assembled of in the county (d) of was adjudged to be the putative father of a bastard child then lately born of her body; and that in and by the said order it was ordered that the said should pay to her the said (e)

and that the said had had due notice of the said order, by the said and that there was then in arrear for the same the sum of being the amount of

And whereas the said justice, by warrant under his hand and seal, directed to the commanded them, or some or one of them, forthwith to apprehend the said and to convey him before two of her Majesty's Justices of the Peace in and for the said county (d) to answer the premises and be dealt with according to law.

Whereupon the said being now brought before us, two of her Majesty's Justices of the Peace for the said county (d) to show cause why the same should not be paid, hath not shown any cause why the same should not be paid and the same duly appearing to us upon oath (c) to be due from the said under the said order, together with the further sum of for the costs attending such warrant, apprehension, and bringing up of him, the said nevertheless hath not paid the said sums due under the said order, and the said sums so due for such costs, but therein hath made default;

And whereas it appears to us, upon the admission of the said that no sufficient distress can be had upon his goods and chattels for the recovery of the said several sums:

These are therefore to command you to convey the said to the said common gaol (b) at and these are also to command you the said keeper of the said common gaol (b) to receive the said into the said common gaol (b), there to remain without bail or mainpris for the term of (f) unless such sum and costs, together with the costs and charges attending the commitment and conveying of the said to the said common gaol (b), and of the persons employed to convey him thither, amounting to the further sum of be sooner paid and satisfied.

Given under our hands and seals, at in the county of this day of in the year of our Lord one thousand eight hundred and

(a) This should be addressed to the constables of the Metropolitan Police Force, or of the county, borough, or parish according to circumstances.

- (b) Or House of Correction.
- (c) Or affirmation.
- (d) Or city, borough, or other place.
- (e) Here recite the terms of the order.
- (f) Not to exceed three calendar months.

No. 24.

*Appointment of Guardian to the Bastard Child.*

to wit.—Whereas the justices assembled at a petty session of her Majesty's Justices of the Peace for the county (a) of holden in and for the division of (a) in the county of at on the day of in the year of our Lord one thousand eight hundred and by an order under their hands and seals, reciting that (b)

And whereas the said hath lately (c) and the said child is still alive, and under the age of :

Now we two of her Majesty's Justices of the Peace acting in and for the county (a) of do hereby order and appoint of in the county of (a) not being an officer of any parish or union, and having consented thereto, to have the custody of such bastard child, so long as such bastard child shall not be chargeable to any parish or union.

Given under our hands and seals, at in the county of (a) this day of in the year of our Lord one thousand eight hundred and

N.B.—A duplicate of this appointment is to be sent through the post or otherwise, by the clerk of the justices, to the clerk of the guardians of the union or parish wherein the mother of the said child resided at the time when she died, or ceased to be entitled to receive the payments under the order.

- (a) Or city, borough, or other place.
- (b) This form must be completed in regard to the recitals, by reference to the order of the justices.
- (c) Died, or become of unsound mind, or is now in the gaol or prison of in the county of , or is under sentence of transportation.

Given under our seal of office, this fourth day of August, in the year one thousand eight hundred and seventy-three.

JAMES STANSFELD, President.

JOHN LAMBERT, Secretary.

**THE BANK FORGERIES PROSECUTION.**

The importance of this case and the widespread interest felt in it, not only in this country, but in America, appear to render it desirable that the remarks made by Mr. Justice Archibald in passing sentence upon the prisoners should be preserved in their true form, especially as this has not been accurately given in the reports which have appeared. The following is a verbatim copy of the sentence as delivered.

Mr. Justice ARCHIBALD proceeded to pass sentence. Addressing each of the four prisoners by name he said:—You have severally been convicted of the offence for which you have been indicted; and although the indictment only charged you with forging one bill of exchange, it has been necessary for the prosecution to lay before the Court and

jury evidence which shows you were each implicated in a scheme of fraud which, for the audacity of its conception, the magnitude of the fraud contemplated, and the misdirected skill and ingenuity with which it was attempted to be carried into effect, is perhaps without a parallel. I can see no palliating or mitigating circumstances in your offence. You were not pressed by want: on the contrary you appear to have embarked in this nefarious scheme a very considerable amount of money. How you became possessed of it does not appear. You were not ignorant, or unable to contemplate the full effects of the crime you were committing. You were persons of education, so far indeed as I can apply that term to mere intellectual training, without a corresponding development of any true moral sense. Some of you, it would seem, can speak several foreign languages; and all of you were intimately acquainted with the routine and details of commercial and banking business. The success of your guilty enterprise was only rendered possible by the fact that, with the immense commercial operations of the present day, it is necessary to extend to those who are apparently engaged in business, and are furnished with the credentials of apparent means and apparent respectability, the utmost confidence. And, in addition to the actual loss sustained by those whom you have defrauded, it is a most pernicious consequence of your crime that it is calculated to give a serious shock to that commercial confidence which has so long prevailed in this country, and which it is essential to maintain and protect. And those who, like yourselves, undeterred by any restraints of conscience or principle, deliberately abuse that confidence for criminal purposes, must expect to be met and encountered by the law with a terrible retribution. Indeed, it cannot be too widely known that those who are guilty of crimes which can only be committed by persons of education will be sure to meet with a very heavy punishment. I can see no reason for making any distinction between you in the sentence I am about to pass. In regard to that sentence, if I could conceive any case of forgery worse than this I should have taken into consideration whether some punishment less than the maximum might have been sufficient; but, as I cannot conceive a worse case, I have not the smallest hesitation as to the sentence which it is my duty to pass upon you. That sentence is that each and all of you be kept in penal servitude for life; and, in addition to that sentence, I order that each of you shall pay one-fourth of the costs of the prosecution.

**PUBLIC COMPANIES.**

**RAILWAY STOCK.**

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter .....	100	120
Stock	Caledonian .....	100	96½
Stock	Glasgow and South-Western .....	100	120
Stock	Great Eastern Ordinary Stock .....	100	40½
Stock	Great Northern .....	100	139½
Stock	Do., A Stock .....	100	151½
Stock	Great Southern and Western of Ireland .....	100	114
Stock	Great Western—Original .....	100	124½d
Stock	Lancashire and Yorkshire .....	100	146½d
Stock	London, Brighton, and South Coast .....	100	81
Stock	London, Chatham, and Dover .....	100	72
Stock	London and North-Western .....	100	146½d
Stock	London and South Western .....	100	110
Stock	Manchester, Sheffield, and Lincoln .....	100	75½
Stock	Metropolitan .....	100	72
Stock	Do., District .....	100	30
Stock	Midland .....	100	134
Stock	North British .....	100	67½
Stock	North Eastern .....	100	168½d
Stock	North London .....	100	117
Stock	North Staffordshire .....	100	67
Stock	South Devon .....	100	69
Stock	South-Eastern .....	100	107½

\* A receives no dividend: still 6 per cent. has been paid to B.

**GOVERNMENT FUNDS.**

LAST QUOTATION, Aug 29, 1873.

3 per Cent. Consols, 92½	Annuities, April, '83 9½
Ditto for Account, Sep. 92½	Do. (Red Sea T.) Aug. 1909
2 per Cent. Reduced 92½	Ex Bille, £1000, — per Ct. par
New 3 per Cent., 92½	Ditto, £200, Do — par
Do. 2½ per Cent., Jan. '84	Ditto, £100 & £200, — par
Do. 2½ per Cent., Jan. '84	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 233
Annuities, Jan. '80 —	Ditto for Account,

## MONEY MARKET AND CITY INTELLIGENCE.

There has been no change in the Bank rate. The proportion of reserve to liabilities has fallen from 53 per cent. to 51 per cent.

At the commencement of this week there was a rise in price in English railway stocks, and this advance was maintained on Tuesday, but a reaction occurred on Wednesday. The last quotations on Thursday showed an improvement.

There has been little activity in the foreign market during the week, and not much alteration in prices. Austrian stocks have been somewhat depressed.

## BIRTHS, MARRIAGE, AND DEATHS.

## BIRTHS.

**FORSTER**—On the 20th August, at No. 18, St. James's-place, St. James's-street, the wife of Matthew Forster, Esq., barrister-at-law, of a son.

**HUNTER**—On the 24th August, at No. 27, Mecklenburgh-square, the wife of H. J. Hunter, Esq., barrister-at-law, of a son.

**STALLARD**—On the 17th August, at No. 24, Granville-park, Lewisham, the wife of Frederick Stallard, Esq., barrister-at-law, of a daughter.

## MARRIAGES.

**ASLING**—**OSBORN**—On the 27th August, at St. Luke's Church, New Kentish-town, Edward Asling, solicitor, of Worcester, to Mary Agnes, eldest daughter of the late G. C. Osborn, of Spalding, Lincolnshire.

## DEATHS.

**TERRELL**—On the 25th August, at Highgate, William Hull Terrell, barrister-at-law, of the Inner Temple, aged 69.

**WHYTE**—On the 20th August, at Pontresina, Engadine, Switzerland, William John Whyte, Esq., of 19, Norfolk-crescent, Hyde-park, and 27, Bedford-row, W. C., aged 68.

## ESTATE EXCHANGE REPORT.

## AT THE MART.

By Messrs. WALLER & CLUNN.

**Hammersmith**.—Starch-green-road, residence, with stabling cottage, &c., freehold—sold for £1,320.

**Kilburn**.—Edgware-road, No. 17, Salisbury-terrace terms 85 years—sold for £1,240.

**Poplar**.—Nos. 3 to 13, and 15 to 20, Prestage-street, freehold—sold for £3,080.

By Mr. A. LAWRENCE.

**Kent**.—Bick ley, freehold ground rents of £220 per annum—sold for £4,740.

**Southlands-grove**, "Berily-house," freehold—sold for £2,609.

**Four plots** of freehold building land—sold for £1,675.

By Messrs. CHINNOCK, GALSORTHY & Co.

**Somersetshire**, near Taunton—The Gotten Estate, containing 214a. 1r. 15, freehold—sold for £19,000.

By Messrs. FAREBROTHER, CLARK & Co.

**Devon**, near Honiton—The freehold estates known as Chelson and Swetcombe, comprising 862a. 3r. 23p., freehold—sold for £20,000.

**Kensington**.—No. 7, Bedford-gardens, term 55 years—sold for £300.

By Messrs. DEBENHAM, TEWSON & FARMER.

**Kent and Surrey**.—Cudham, Lusted Farm, containing 275a. 0r. 2p., freehold, sold for £8,500; Monk's Farm, containing 11a. 2r. 16p., sold for £630; rectorial tithe rent-charges of £98 13s. per annum—sold for £1,700.

**Islington**.—No. 70, Essex-road, copyhold—sold for £2,550.

**Hackney**.—Navarino-road, East Villa, term 72 years—sold for £780.

By Messrs. JONES & RAGGETT.

**Rotherhithe**.—Nos. 33 to 39, Russell-street, freehold—sold for £1,050; Nos. 303 and 304, Rotherhithe-street, freehold—sold for £765.

By Messrs. WINSTANTLY & HORWOOD.

**Surrey**.—Wimbledon, two residences, one with stabling &c., terms 65 years—sold for £2,600.

**Kent**.—West Farleigh, Court Lodge, 141a. 0r. 6p. freehold—sold for £19,100.

By Messrs. ARNER & RUTTER.

**Surrey**.—Coudon, Neville House, term 22 years—sold for £900.

**Victoria Park**.—1 to 3, Victoria-place, term 14 years—sold for £200.

Messrs. NORTON, TRIST, WATNEY & Co.

**Kent**, near Sittingbourne.—Wren's Farm, 184a. 2r. 14p., freehold, sold for £13,450.

## AT THE LONDON TAVERN.

By E. SHALLESS.

**Commercial-road, East**.—The Blacksmiths' Arms, term 43 years—sold for £2,070.

## AT THE GOLDEN LION, DOLGELLEY.

By Mr. H. E. MARSH.

**Merioneth**, near Dolgelly.—Freehold farms, containing 1,326a. 1r. 24p., in fourteen lots—sold for £18,091.

## AT BIRMINGHAM.

By Messrs. CHESHIRE & GIBSON.

**Worcestershire**, part of Wassel-grove Estate, Hagley—The Fox and Pheasant public-house and freehold shops—sold for £1,025.

**Pedmore**.—Cottages, with out buildings and gardens—sold for £470.

## LONDON GAZETTES.

## Professional Partnerships Dissolved.

FRIDAY, Aug 22, 1873.

**Kernat, J.**, and **G. L. Parkinson**, 13, Welbeck st, attorneys and solicitors. Aug 11

**Talbot, William**, and **William Henry Talbot**, solicitors, 35, Church st, Kidderminster. Aug 7

TUESDAY, August 26, 1873.

**Arnold, Charles Thomas**, and **Richard Dansey Green Price**, solicitors, Whitehall place, Westminster. Aug 20.

**William and Edmund Cramack**, solicitors, Spalding and Gosburton, Lincoln. Dec 28.

## Winding up of Joint Stock Companies.

TUESDAY, Aug 19, 1873.

## UNLIMITED IN CHANCERY.

**Commonwealth Benefit Building Society**.—V.O. Wickens has, by an order, dated July 24, appointed Henry Baynton, 2, Gresham buildings, Basinghall st, Edmund John Stainforth, Mile End rd, and Alfred Furness, Eastbury terrace, Beaumont square, to be this joint Official Liquidators.

**Queen's Benefit Building Society**.—The M.R. has, by an order, dated Aug 9, appointed Henry Baynton, 2, Gresham buildings, Basinghall st, to be official liquidator.

## LIMITED IN CHANCERY.

**Brighton Laundry Company, Limited**.—Petition for winding up presented July 30, directed to be heard before V.C. Wickens, on Nov 7. Halse and Co, Cheapside, solicitors for the petitioner.

**Co-operative Omnibus Association, Limited**.—By an order made by the Lord Chancellor for the Master of the Rolls, dated Aug 7, it was ordered that the above company be wound up. Halse and Co, Cheapside, solicitors for the petitioner.

**Monte Albo Mining Company, Limited**.—Petition for winding up, presented Aug 8, directed to be heard before V.O. Wickens, on Nov 7.

**Fulbrook, Threadneedle st**, solicitor for the petitioner.

## STANNARIES OF CORNWALL.

**Shelton Clay and Tin Mining Company, Limited**.—Petition for winding up, presented Aug 15, directed to be heard before the Vice Warden, Onslow square, Brompton, on Tuesday, Aug 28, at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 25, and notice thereof must at the same time be given to the petitioners, or their solicitors, or their agents. Hodge and Co., Truro, solicitors to the petitioners. Gregory and Co., Bedford row, agents.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, August 22, 1873.

**Cheatle, George**, Gloucester crescent, Regent's Park. Oct 1. **Bower v Cheatle**, V.C. Wickens. **Aldridge and Thorn**, Bedford row. **Cordwell, Sarah**, Bridge rd West, Battersea. Sept 15. **White v Cordwell**, V.C. Bacon. **Fritchard and Sons**, Great Knight Rider at Higgins, Alfred, St Swithin's lane, Metal Merchant. Sept 18. Registrar, Liverpool District.

**Lemon, James Pickard**, Appledore, Devon, Yeoman. Oct 28. V.C. Wickens. **Hole and Peard**, Bideford.

**Stubington, Edward**, South Bersted, Sussex, Millor. Oct 10. **Parlett v Stubington**, M.R. Holmes, Arundel.

## Creditors under 22 &amp; 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 19, 1873.

**Bennett, Thomas**, Milton, Stafford, Farmer. Sept 29. **Morgan, Stafford**.

**Birch, George**, Green Lanes, Warwick, Farmer. Sept 30. **Jones, Alcester**.

**Blackwell, James**, Spencer st, Goswell rd, Engine Turner. Oct 1. **Robinson**, Basinghall st.

**Buggins, James**, Sambourne, Warwick, Farmer. Sept 30. **Jones, Alcester**.

**Carrie, John**, Upper Gatton, Surrey, Esq. Oct 1. **Wordsworth and Co**, Threadneedle st.

**Fleming, Benjamin**, Shepperton st, Islington. Sept 30. **Wells, Paternoster row**.

**Hall, William**, Nottingham, Corn Dealer. Sept 28. **Hogg, Nottingham**.

**Hallett, George**, Goddington Hall, Chislefield, Kent, Esq. Sept 30. **Tampin and Co**, Fenchurch st.

**Heath, Francis Wilson**, Beulah Hill, Upper Norwood, Esq. Nov 1. **Bridges and Co**, Red Lion square.

**Hewitt, Edward Booth**, Mincing lane, Colonial Broker. Oct 1. **Hill and Son**, Old Broad st.

**Haycroft, James**, Highbury place, Merchant. Oct 11. **Shepherd and Sons**, Finsbury circus.

**Hoare, Mary**, Wendover, Bucks, Widow. Sept 24. **Letts, Bartlett's buildings**, Holborn circus.

**Huntley, Sir Henry Vere**, Santoo, Brazil. Sept 30. **Ommanney, Norfolk st, Strand**.

**Jackson, Thomas**, Pickering, York, Yeoman. Oct 11. **Watson and Whitehead**, Pickering.



Jephcott, Robert William, Alcester, Warwick, Grocer. Sept 30. Jones, Alcester  
Jewell, Denham Melancthon, Dartmouth, Devon, Surgeon. Oct 1. Jenkins, Penryn  
Monday, Thomas, Titchfield, Hants, Tanner. Sept 30. Donnithorne, Fareham  
Morris, William, Boughton, Chester. Sept 29. Finchett and Co, Chester  
Page, William, Radford, Notts, Gent. Oct 15. Brewster, Nottingham  
Pickup, William Pickup, New Acorington, Lancashire, Gent. Oct 20.  
Hall and Baldwin, Clitheroe  
Strong, Richard, Southall Park, Middlesex. Oct 1. Irving, Staple inn, Holborn  
Sullivan, Frederick, Vicar of Kimpton, Hertford. Oct 19. Taylor and Co, Furnival's inn  
Summer, Henry, Rainhill, Lancashire, Farm Manager. Oct 1. Anderson and Co, Liverpool  
Taylor, Anne Elizabeth Julia, Spencer rd, Putney. Oct 1. Beale and Co, Great George st, Westminster  
Williams, William, Alcester, Warwick, Gent. Sept 30. Jones, Alcester

FRIDAY, Aug. 22, 1873.

Baker, Charlotte, Longport, Stafford. Sept 29. Keary and Marshall, Stoke-upon-Trent  
Baker, William, Brighton, Sussex, Cowkeeper. Sept 6. Goodman, Brighton  
Balfour, James, Huntingdon, Gent. Nov 1. Margetts and Son, Huntingdon  
Chetwode, Dame Arabella Phillis, Lower Berkeley st, Portman square. Oct 16. Surman and Co, Lincoln's inn fields  
Chick, Thomas, Bournemouth, Southampton, Gent. Nov 1. Redpath and Holdsworth, Bush lane, Cannon st  
Cooke, Maria Henrietta, Woodhampton House, Worcester. Nov 1. Walker and Martineau, King's rd, Gray's inn  
Davy, Charles, Onslow gardens, Esq. Nov 1. Redpath and Holdsworth, Bush lane, Cannon st  
Glasse, Marian, Ramsgate, Kent. Sept 22. Young and Co, Frederick's place, Old Jewry  
Grandin, Sarah, Holland place, Kensington. Sept 16. Smith and Co, Northumberland st, Charing cross  
Hill, George, Stanford, Norfolk, Stonemason. Oct 10. Feltham, Hingham, Attleborough  
Johnson, John Crawford Vaughan, Bombay, India, Esq. Jan 1. Bannister and Fache, John st, Bedford row  
Jones, William, Bristol, Gent. Sept 19. Livett, Bristol  
Ker, Elizabeth Mary, Bath. Sept 1. Inman and Inman, Bath  
Letheren, John Molland, North Tawton, Devon, Auctioneer. Oct 1. Fulford and Son, North Tawton  
Mandley, William, Tottenham Court rd, Chemist. Nov 29. Miller, Copthall court  
McDonald, Elizabeth, Brighton, Sussex. Oct 20. Flower and Nussey, Great Winchester st buildings  
Morris, John, Lutterworth, Leicester, Grazier. Oct 6. Watson and Baxter, Lutterworth  
Orrett, Anne, West Derby, Lancashire. Nov 1. Holt and Rowe, Liverpool  
Partridge, James, North Tawton, Devon, Yeoman. Oct 1. Fulford and Son, North Tawton  
Phillips, James, Clapham Common, Esq. Sept 23. Hopgood, Whitehall place  
Roberts, Charles James, Deyrah, East Indies, Colonel. Dec 1. Lattey and Hart, Gresham house, Old Broad st  
Robson, Theodosia Mary, Penally, Pembroke. Sept 16. Smith and Co, Northumberland st, Charing Cross  
Shepherd, Charles, Plymouth, Devon, Gent. Oct 30. Rooker and Co, Plymouth  
Smith, Henry Deives Broughton, Sumbulpore, East Indies, Major. Sept 29. Livett, Bristol  
Stedman, Elizabeth, Surrey lane, Battersea. Sept 29. Corsellis, East Hill, Wandsworth  
Stedman, Stephen James, Surrey lane, Battersea, Architect. Sept 29. Corsellis, East Hill, Wandsworth  
Sterry, Henry, Streatham, Surrey, Esq. Sept 20. Robinson, Lawrence lane, Chapside  
Stiff, Thomas, Bristol, Starch Maker. Sept 19. Livett, Bristol  
Wheeler, William, Twickenham Green, Middlesex, Builder. Oct 1. Farnell and Briggs, Isleworth

TUESDAY, Aug 26, 1873.

Barter, Edwin Henry Steele, Ealing, Middlesex, Merchant. Oct 22. Chapple, Carter lane  
Bawden, Susannah, Falmouth, Cornwall. Nov 1. Jenkins, Falmouth  
Bennet, Louisa Mary Ann, Badleigh Salterton, Devon. Oct 10. Wilson and Co, Copthall buildings  
Boardman, William, Leigh, Lancashire. Builder. Oct 20. Marah, and Son Leigh  
Brook, Charles, Enderby Hall, Leicester, Esq. Oct 1. Brook and Co, Huddersfield  
Bury, Thomas, Sheffield, Wood Turner. Oct 1. Clegg and Son, Sheffield  
Clarke, Gregory Odell, Sympson, Bucks, Gent. Oct 11. Bliagg and Edwards, St. Alban's  
Cookson, Edmund, Liverpool, Pawnbroker. Sept 30. Martin, Liverpool  
Doubleday, Maria, Hampstead Hill gardens. Nov 5. Parker and Clarke, St. Michael's alley, Cornhill  
Eckmanston, William, Cleasby, York, Gent. Oct 1. Wooler, Darlington  
Dunn, Thomas, Shipley, York, Methodist Minister. Oct 1. Green, Bradford  
Hawke, Charles, Bishop's Stortford, Hertford, Gent. Oct 11. Taylor, Bishop's Stortford  
Heath, Joseph, Bishop's Stortford, Hertford, Gent. Oct 11. Taylor, Bishop's Stortford  
Knight, John, Crawley, Sussex, Gent. Sept 20. Medwin and Co, Hornham  
Lee, Robert, Grantham, Lincolnshire, Mailster. Oct 20. Parker and Co, St. Paul's churchyard

Monnifort, Thomas, Birmingham, Fancy Dealer. Oct 10. Saunders and Bradbury, Birmingham  
Neave, Rev Henry Lyttleton, Epping, Essex. Oct 1. Wordsworth and Co, South Sea House, Threadneedle st  
Newman, Emma Catherine, Kilburn square. Oct 10. Grane and Son, Bedford row  
Rogers, Mary Ann, Bishop's Stortford, Hertford. Oct 11. Taylor, Bishop's Stortford  
Strachan, Patrick, York place, Portman square, Esq. Nov 1. Ligertwood, Aberdeen  
Taylor, George Ledwell, Broadstairs, Kent, Esq. Nov 1. Burton and Co, Chancery lane  
Tewkesbury, Thomas, Weymouth, Dorset, Accountant. Sept 26. McClellan, Bedford row  
Whiteley, George, The Woodlands, near Blackburn, Lancashire, Cotton Spinner. Sept 25. Pickup, Blackburn  
Whittle, Joseph, Tyseley, Worcester, Gent. Sept 10. Bache Williams, Ann, Mold, Flint. Sept 6. Kelly and Co, Mold

Bankrupts.

FRIDAY, Aug. 22, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beresford, G E , Craven st, Strand, Esq. Pet Aug 1. Spring Rice. Sept 4 at 12  
Salmon, William, and Henry Steer, Great St Helen's, Merchants. Pet Aug 19. Roche. Sept 3 at 11

To Surrender in the Country.

Corbit, John, Wakefield, York, Corn Dealer. Pet Aug 19. Mason. Wakefield, Sept 24 at 11  
Gall, William, Newcastle-upon-Tyne, Draper. Pet Aug 19. Mortimer. Newcastle, Sept 9 at 2  
Hobbs, Thomas, Wooditton, Cambridge, Inkepsr. Pet Aug 16. Eaden. Cambridge, Sept 6 at 2  
Jeffries, Thomas, and Alexander Maclean, the younger, Manchester, Merchants. Pet Aug 18. Kay. Manchester, Sept 11 at 9.30  
Lyons, John, Liverpool, Rope Maker. Pet Aug 20. Watson. Liverpool, Sept 5 at 12  
Shwartz, John, Widnes, Lancaster, Plumber. Pet Aug 20. Watson. Liverpool, Sept 8 at 12  
Wyatt, James Paul, Buckland St Mary, Somersetshire, Conveyancer. Pet Aug 20. Meyler. Taunton, Sept 6 at 11

TUESDAY, Aug 26, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Notley, John Henry, Clapham rd, Builder. Pet Aug 22. Roche. Sept 12 at 11  
Whittington, C E , Talbot square, Baywater, Gent. Pet Aug 21. Hazlitt. Sept 10 at 12

To Surrender in the Country.

Brunner, William, Clifton, Bristol, Photographer. Pet Aug 21. Harley. Bristol, Sept 6 at 12  
Church, William, New Bromley, Kent, Tavern Keeper. Pet Aug 22. Rowland. Croydon, Sept 16 at 2  
Collins, Henry William, Woodbridge, Suffolk, Trader. Pet Aug 23. Grimsey. Ipswich, Sept 5 at 10  
Farrage, William, Gateshead, Durham, Shoemaker. Pet Aug 23. Mortimer. Newcastle, Sept 9 at 2.30  
Lounds, Thomas, Goshertons, Risegate, Lincoln, Farmer. Pet Aug 21. Gaches. Peterborough, Sept 6 at 11  
Smith, John Taylor, and Eardley Blos Norton, Manchester, Commission Agents. Pet Aug 21. Kay. Manchester, Sept 25 at 9.30

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 22, 1873.

Bailey, George, Canton, near Cardiff, Baker. Sept 4 at 12 at offices of Barnard and Co, Crookherbtown, Cardiff. Griffith, Cardiff  
Boulton, Joseph, Newbold Anbury, Cheshire, Lime Merchant. Sept 6 at 11 at offices of Cooper, Lawton st, Congleton  
Boyce, Henry Hartwell, Cornhill rd, Shoreditch, Looking Glass Manufacturer. Sept 16 at 2 at the Guildhall Coffee House, Gresham st.  
Ashley and Tce, Frederick's place, Old Jewry  
Bull, George, Brighton, Sussex, Bookseller. Sept 3 at 3 at offices of Brandreth, Middle st, Brighton  
Conington, Henry Francis, Great Castle at, Oxford st, Gent. Sept 1 at 3 at offices of Howell, Chapside  
Craig, Daniel, Liverpool, Poulterer. Sept 4 at 3 at offices of Quinn, South John st, Liverpool  
Doody, John, Birmingham, out of business. Sept 9 at 11 at offices of Allen, Union passage, Birmingham  
Dowie, Henry, Frederick Tracy Dowie, and Albert Dowie, Cheltenham, Gloucester, Brewers. Sept 9 at 3 at offices of Winterbotham and Co, Essex place, Cheltenham  
Finch, John, Ramsgate, Kent, Publican. Sept 4 at 3 at the Bull and George Hotel, High st, Ramsgate. Edwards, Ramsgate  
Goodrich, George, Duncombe rd, Horsey Rise, Clerk. Sept — at 2 at office of Bigginden, Walbrook  
Hecketh, Charles Woods, Liverpool, Tailor. Sept 9 at 3 at offices of Masters and Fletcher, North John st, Liverpool  
Hindle, William, Sutton-on-Derwent, York, Miller. Sept 6 at 3 at the Abbott's Hotel, York. Weddall and Parker, Selby  
Hitchen, John, Jun, Weittenhall, Cheshire, Farmer. Sept 5 at 2 at the Royal Hotel, Crewe. Brooke, Nantwich  
Hobbs, George Abel, Kennington Park rd, Baker. Sept 9 at 12 at office of Thomson and Edwards, Doughty st, Mecklenburgh square  
Johnson, John, Hale, Cheshire, out of business. Sept 5 at 3 at office of Payne and Galloway, Bransome st, Manchester  
Knowles, John, Liverpool, Wine Merchant. Sept 9 at 2 at offices of Smith, Corf's buildings, Freeson's row, Liverpool

Laurence, Henry, Finsbury place, Commission Agent. Sept 8 at 12 a  
7, Grosvenor st, Montagu, Bucklersbury  
Lockyer, Alfred, Greenhithe, Kent, Labourer. Sept 11 at 4 at the Bull  
Hotel, Dartford. Oliver, King st, Cheapside  
Lowick, Thomas, Bristol, Commercial Traveller. Sept 1 at 2 at offices  
of Hancock and Co, Guildhall, Broad st, Bristol. Davies, Bristol  
Lyons, John, Wavertree, near Liverpool, Rope Maker. Sept 2 at 3 at  
offices of Nordon, Cook st, Liverpool  
Machon, Robert, Ripley, Derby, Chemist. Sept 5 at 3 at office of Briggs,  
Full st, Derby  
Mager, Thomas, and Thomas Gumm, Brompton rd, Drapers. Sept 4 at  
3 at offices of Lacbury and Co, Cheapside. Heather and Son, Fater-  
noster row  
McKay, Charles, Hanley, Stafford, Fish Dealer. Sept 3 at 3 at offices  
of Turner, Albion st, Hanley  
Morton, Elizabeth, Newcastle-upon-Tyne, Provision Dealer. Sept 10 at  
11 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne  
Ogden, William Henry, Manchester, Brewer. Sept 4 at 3 at offices of  
Sutton and Elliott, Brown st, Manchester  
Pain, John Hopper, Hadleigh, Suffolk, Chemist. Sept 5 at 11 at offices  
of Watts, Butter market, Ipswich  
Parkinson, Henry, Farsley, York, Cloth Manufacturer. Sept 10 at 3  
at offices of Carr, Albion st, Leeds  
Perrin, Edward, and Edwin Perrins Griffin, Kidderminster, Worcester,  
Carpet Manufacturer. Sept 2 at 11 at the Lion Hotel, Kidderminster.  
Corbet, Kidderminster  
Pheasant, James, Howden, York, Tailor. Sept 4 at 3 at offices of  
Green, Howden  
Ranger, Richard, Loughton, Sussex, Huckster. Sept 3 at 11 at office of  
Holman, High st, St Michael's, Lewes  
Richardson, John, Whitley, Northumberland, out of business. Sept 3  
at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne  
Roberts, John Matthew, Horncastle, York, Schoolmaster. Sept 2 at 13  
at offices of Eldridge, Cogan chambers, Bowdley lane, Kingston-  
upon-Hull  
Smith, Jane, Davidson, Weatherhead, Birmingham, Milliner. Sept 2  
at 12 at offices of Southall and Co, Newhall st, Birmingham  
Spibey, William, Salford, Lancashire, no business. Sept 5 at 12 at  
offices of Horner and Son, Ridgefield, Manchester  
Steele, James, Whistonwick, near Market Drayton, Shropshire,  
Butcher. Sept 8 at 11 at offices of Stevenson, Brook st, Stoke-upon-  
Trent  
Streeter, William Warren, Seale st, Lincoln's inn, Barrister-at-Law.  
Sept 2 at 3 at offices of Coburn, Leadenhall st  
Brymore, John, Gunnersbury place, Turnham Green, Ironmonger.  
Sept 3 at 12 at offices of Mason and Withall, Bedford row  
Tomson, James Samuel William, Golden lane, General Printer. Sept 5  
at 2 at offices of Cooper, Charing Cross  
Veals, James, Exmouth, Devon, Watchmaker. Sept 6 at 11 at offices of  
Adams, Exmouth  
Wadham, James, Sunderland, Durham, Shipbroker. Sept 5 at 11 at  
offices of Steel, Bank buildings, Sunderland  
Walker, John, James st, Old st, St Luke's, Engineer. Sept 12 at 3 at  
offices of Brighton, Bishopsgate st Without  
Walton, Joseph Walter, Oldbury, Worcester, Grocer. Sept 4 at 11 at  
offices of Topham, High st, West Bromwich  
Wickenden, George, St Paul's Churchyard, Auctioneer. Sept 5 at 3 at  
offices of Stone and Simpson, Church rd, Tonbridge Wells  
Willsher, Sarah Watson, and William Willsher, Borough High st,  
Licensed Victuallers. Sept 5 at 11 at Queen's Head Inn, Borough  
High st, Pullen, Harp lane  
Wilson, Joseph, Ulverston, Lancashire, Painter. Sept 5 at 11 at the  
Temperance Hall, Ulverston. Jackson, Ulverston  
Willis, Walter, Reading, Berks, Bookbinder. Sept 3 at 2 at offices of  
Tidy and Co, Frait st, Reading

## TUESDAY, August 26, 1873.

Appleyard, Charles Henry, and Henry Mearns, Camomile st, Hardware-  
men. Sept 9 at 11 at the Guildhall Coffee House, Gresham st. Pearce  
and Son, Giltspur st  
Aylott, William Henry, St Paul's rd, Islington, Bookseller. Sept 9 at  
3 at offices of Jones and Hall, King's Arms yard, Moorgate st  
Bartlett, Thomas, Batley, York, Sculptor. Sept 9 at 10 at offices of  
Wooler, Exchange buildings, Commercial st, Batley  
Beach, John, Birmingham, Brass Caster. Sept 8 at 3 at office of Jaques,  
Cherry st, Birmingham  
Beaumont, John, Holmfirth, York, Yarn Spinner. Sept 5 at 3.30 at the  
Elephant and Castle Inn, Holmfirth. Berry, Huddersfield  
Bowker, Ellen, Bewick, near Manchester, Grocer. Sept 5 at 3 at offices  
of Addleshaw and Warburton, King st, Manchester  
Bowker, James, Clayton, near Manchester, Grocer. Sept 5 at 3 at office  
of Addleshaw and Warburton, King st, Manchester  
Bradnum, James, Cambridge, Fruit Dealer. Sept 9 at 3 at offices of  
Ellison and Burrows, Alexandra st, Petty Curry, Cambridge  
Brown, George, Newark-upon-Trent, Nottingham, Watchmaker. Sept  
19 at 12 at the Ram Hotel, Castle gate, Newark-upon-Trent. Ashley  
Card, Stephen, Southborough, Kent, Builder. Sept 12 at 11 at offices of  
Arnold, Tunbridge Wells  
Crossley, Joshua, Castleford, York, Furniture Dealer. Sept 10 at 11 at  
offices of Dalton, Albion st, Leeds  
Crowther, George, Heckmondwike, York, Blanket Manufacturer, Sept  
8 at 3 at the Black Bull Hotel, Mirfield. Iberson, Heckmondwike  
Day, James Stuart, Southampton, Merchant. Sept 4 at 3 at offices of  
Roeck, Portland st, Southampton  
Downing, James, Kidderminster, Worcester, Boot Manufacturer. Sept  
6 at — at offices of Norton, Worcester st, Kidderminster  
Durselen, Hermann, Denton, Lancashire, Hat Manufacturer. Sept 8  
at 3 at offices of Addleshaw and Warburton, King st, Manchester  
Earl, Richard, Lamberhurst, Kent, Brickmaker. Sept 13 at 3 at the  
Angel Hotel, Tunbridge. Minter, Folkestone  
East, Sydney, Cwm Head, Salop, Clerk in Holy Orders. Sept 8 at 10.30  
at offices of Kough, Swan hill, Shrewsbury  
Eastwood, Charles, Birkenhead, Cheshire, Butcher. Sept 5 at 3 at the  
Tramway Park Hotel, Church rd, Higher Tramway  
Edgar, Joseph Street, Liverpool, Wine Merchant. Sept 10 at 2 at office  
of Brabner, North John st, Liverpool  
Edmondson, William, jun, Blackburn, Lancashire, Builder. Sept 9 at  
10.15 at office of Marriott, Preston New-rd, Blackburn

Enke, Hermann, Denton, Lancashire, Manufacturer. Sept 9 at 3 at  
offices of Addleshaw and Warburton, King st, Manchester  
Entwistle, John Ford, Runcorn, Cheshire, Grocer. Sept 5 at 2 at offices  
of Linaker, High st, Runcorn  
Evans, John Robert Jones, Aberystwith, Cardigan, Joiner. Sept 4 at 4  
at offices of Jones, Pier st, Aberystwith  
Fletcher, Samuel, Hyde, Cheshire, Linen Draper. Sept 8 at 3 at office of  
Mann, Marsden st, Manchester  
Ephraim, George, Chalfont St Peter's, Buckingham, Journeymen  
Painter. Sept 8 at 12 at the Ball Inn, Gerrard Cross. Jennings, Ux-  
bridge  
Goodrich, George, Duncombe rd, Hornsey rise, Clerk. Sept 3 at 2 at  
offices of Biggenden, Walbrook  
Graham, James, Hargreton rd, Dalston, Grocer. Sept 10 at 2 at office  
of Carter and Bell, Leadenhall st  
Hughes, Joshua, Oxford, Fruiterer. Sept 9 at 11 at offices of Mallam,  
High st, Oxford  
Hughes, Thomas, Chertsey, Surrey, Licensed Victualler. Sept 13 at 11  
at offices of Jenkins, Tavistock st  
Jackson, Job, Salford, Lancashire, Shopkeeper. Aug 27 at 3 at office of  
Jackson, Brzenozose st, Manchester  
Jagger, Luke, Leeds, Bill Discounter. Sept 9 at 3 at offices of Fawcett  
and Malcolm, Park row, Leeds  
Langran, John, Cambridge terrace, Junction rd, Kentish Town, Sept 3 at  
2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Miles  
Lefkwich, Richard, Liverpool, Baker. Sept 9 at 2 at offices of Harwood  
and Co, North John st, Liverpool. Wright and Co, Liverpool  
MacPherson, Macduff Munro, Great Bowden, Leicester, Private Tutor.  
Sept 8 at 12 at offices of Rawlins, Market Harborough  
Manning, Peter, Liverpool, Hardware Merchant. Sept 9 at 11 at offices  
of Quinn, South John st, Liverpool  
Massey, John, Wigan, Lancashire, Grocer. Sept 6 at 11 at offices of  
Leigh and Ellis, Arcade, King st, Wigan  
Maxwell, William, Plaistow, Essex, Contractor. Sept 3 at 2 at offices of  
Holmes, Fenchurch st  
Mitchell, James, Leeds, Cloth Manufacturer. Sept 8 at 2 at offices of  
Simpson and Burrell, Albion st, Leeds  
Moore, William, Comptall, Cheshire, Travelling Draper. Sept 8 at 3  
at offices of Addleshaw and Warburton, King st, Manchester  
Naylor, William, Newton-le-Willows, Lancashire, Engineer. Sept 9 at  
12 at offices of Davies and Co, Bewsey st, Warrington  
Orford, Jans, Huddersfield, York, Draper. Sept 5 at 11 at offices of  
Berry, Market place, Huddersfield  
Pfahl, Joseph, and Charles Wilson, Winchester court, Monkwell st, Im-  
porters of Foreign Goods. Sept 5 at 2 at the Guildhall Coffee House,  
Gresham st. Murray, Backville st, Piccadilly  
Phillips, James, Bristol, Tutor. Sept 3 at 2 at offices of Barnard and  
Co, Albion chambers, Bristol. Thick, Bristol  
Plim, Edward Curtis, Stafford, Railway Guard. Sept 1 at 10 at office of  
East, Colmore rd, Birmingham  
Preece, Henry, East Sneen, Surrey, Builder. Sept 12 at 1 at 22, Basing-  
hall st. Catlin, Basinghall st  
Prims, Ellen, Luton, Bedford, Licensed Victualler. Sept 9 at 1 at office  
of Jeffery, King st, Luton  
Roberts, Benjamin, son, Barrow-in-Furness, and Benjamin Roberts, jun,  
Manchester, Tailors. Sept 1 at 1 at offices of Payne, John William st,  
Huddersfield. Hay, Macclesfield  
Robinson, John, Gateshead, Durham, Draper. Sept 5 at 2 at offices of  
Joel, Newgate st, Newcastle-upon-Tyne  
Rose, William, Offchurch, Warwick, Farmer. Sept 4 at 4 at the Ball  
Hotel, Leamington. Baker and Brown  
Rowley, John, Houndditch, Auctioneer. Sept 8 at 3 at offices of  
Hicklin and Washington, Trinity square, Southwark  
Royle, Sam, Manchester, Lithographer. Sept 19 at 3 at offices of  
Sampson, St James's chambers, South King st, Manchester  
Sansom, George Henry, Wimborne Minster, Dorset, Ironmonger. Sept  
8 at 12 at Laing's Hotel, Wimborne Minster. Aldridge and Harker,  
Poole  
Smith, Charles, Beckbury, Salop, Painter. Sept 6 at 10 at offices of  
Osborne, Shifnal  
Smith, George, Bradford, York, Maker-up. Sept 5 at 10 at offices of  
Berry and Robinson, Charles st, Bradford  
Smith, George, Newton Abbott, Devon, Innkeeper. Sept 12 at 11 at  
offices of Campion, Bedford circus, Exeter  
Southwood, John, Silver st, St James's, Provision Merchant. Sept 10 at  
3 at offices of May, Golden square  
Stevens, Thomas, Cardiff, Glamorgan, Grocer. Sept 5 at 12 at offices of  
Barnard and Co, Crookherbtown, Cardiff. Griffith, Cardiff  
Stoppard, Aaron, Vansittart place, Greenwich rd, Proprietor of a  
School. Sept 3 at 2 at offices of Peddell, Guildhall chambers, Basing-  
hall st  
Thatcher, George, Clevedon, Somerset, Baker. Sept 8 at 12 at offices of  
Smith and Ricketts, Handel House, High st, Weston-super-Mare  
Thomas, Thomas, Pensarn, Carmarthen, Coach Builder. Sept 8 at 10.15  
at offices of Griffiths, Spilman st, Carmarthen  
Tiley, John, Cheltenham, Gloucester, Corn Dealer. Sept 8 at 11 at  
offices of Martin, Essex place, Cheltenham  
Tomlinson, John, Groves, York, Plumber. Sept 3 at 11 at offices of  
McLaren, Coney st, York  
Tregellas, Walter, Bishopgate st, Stock Dealer. Sept 8 at 2 at  
George st, Mansion House. Seel  
Tunmore, Frederick, Liverpool, Furniture Broker. Sept 8 at 3 at  
office of Nordon, Cook st, Liverpool  
Waller, James, Darlington, Durham, Boot Maker. Sept 8 at 2 at office  
of Webster, Central Hall, Darlington  
Watson, Edward, and Septimus Watson, Poultry, Jewellers. Sept 8 at  
3 at offices of Honey and Co, King st, Cheapside. Angell  
Watson, William, Endon, Stafford, Grocer. Sept 8 at 11 at the Cap-  
land Arms Inn, Stoke-upon-Trent. Stevenson, Hanley  
White, James, High st, Battersea, Grocer. Sept 6 at 2.30 at offices of  
Ody, Trinity st, Southwark  
White, Walter, Ventnor, Isle of Wight, Butcher. Sept 5 at 3 at offices  
of Urry, Clifton terrace, Ventnor  
Wood, John, Droyliden, Lancashire, Paeker. Sept 8 at 3 at offices of  
Duckworth, Brown st, Manchester  
Woolf, Henry, and Barnett Flatau, Whitecross st, St Luke's, Drap-  
ers. Sept 4 at 3 at offices of Barnett, New Broad st

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